

**SECTION 1**  
**NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA)**  
**State of Arizona**  
**Department of Economic Security (DES) or (Department)**  
**Division of Developmental Disabilities (DDD) or (Division)**

**RFQVA Number: DDD 704014**

☐ **Time Limited**  
☒ **Open and Continuous**

**Application Due Date:**

Pursuant to Arizona Revised Statutes (A.R.S.) § 36-557 and rules adopted thereunder (R6-6-2101 et seq.), which are incorporated herein by reference, Applications for Support Coordination (Case Management) will be accepted by the Division at the time and manner specified below. Through this Request for Qualified Vendor Applications (RFQVA) the Arizona Department of Economic Security (DES or Department), Division of Developmental Disabilities (DDD or Division) will execute Qualified Vendor Agreements with providers for the provision of this service.

Applications must be submitted electronically using the Qualified Vendor Application and Directory System as well as submitting a printable hard copy with signatures and necessary additional documentation. See Section 3 and Section 9.

Applications will be accepted beginning June 1, 2004. All Applicants shall not expect to be awarded an agreement sooner than 60 days after the submittal of a complete Application.

**Submittal Location:**

**ELECTRONICALLY GENERATED HARD COPY WITH ORIGINAL SIGNATURE**  
**AND NECESSARY DOCUMENTATION**

In Person or By Courier to:

DDD Contract Unit, 4<sup>th</sup> Floor Southwest  
Business Operations – Site Code 791A  
Division of Developmental Disabilities  
Arizona Department of Economic Security  
1789 West Jefferson Street  
Phoenix, Arizona 85007  
(602) 542-6874

By Mail to:

DDD Contract Unit  
Business Operations – Site Code 791A  
Division of Developmental Disabilities  
Arizona Department of Economic Security  
P.O. Box 6123  
Phoenix, Arizona 85005

**Service:** Support Coordination (Case Management)

Persons with a disability may request a reasonable accommodation by contacting the RFQVA contact person. (For TDD/TTY call through the Arizona Relay Service at 800 367-8939). Requests should be made as early as possible to allow time to arrange the accommodation.

**Agreement Type:** Qualified Vendor Agreement with Published Rate

**Agreement Term:** 12 months beginning no sooner than 5/17/04, with five one-year options for the Division to extend or renew the agreement, with all agreements ending 6/30/09. The agreement can be terminated as specified in Section 6, DES/DDD Terms and Conditions.

**RFQVA Contact Person** (Phone/email)

Cathie Rodman (602) 542-6874 /CRodman@azdes.gov)

  
DDD Procurement Specialist

**AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY**

**SECTION 2  
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## **SECTION 3 INSTRUCTIONS TO APPLICANTS**

### **3.1     Inquiries**

#### **3.1.1   Duty to Examine**

It is the responsibility of each Applicant to examine the entire Request for Qualified Vendor Applications (RFQVA), seek clarification in writing, and check its Application for accuracy before submitting the Application.

#### **3.1.2   RFQVA Contact Person**

Any inquiry related to the RFQVA, including any requests for or inquiries regarding standards referenced in the RFQVA, shall be directed primarily to the RFQVA Contact Person.

#### **3.1.3   Submission of Inquiries**

The RFQVA Contact Person may require that an inquiry be submitted in writing. Any inquiry related to the RFQVA shall refer to the appropriate RFQVA number, page and paragraph.

#### **3.1.4   No Right to Rely on Verbal Responses**

Any inquiry that results in changes to the RFQVA shall be answered solely through a written RFQVA Amendment. An Applicant may not rely on verbal responses to its inquiries.

#### **3.1.5   RFQVA Amendments**

The RFQVA shall only be modified by a RFQVA Amendment.

### **3.2     Application Preparation**

#### **3.2.1   General**

The Applicant shall submit one original, signed, electronically generated printable hard copy of its Application plus necessary submittals and one copy of the hard copy of its Application:

In person or by courier:

DDD Contract Unit, 4<sup>th</sup> Floor Southwest  
Business Operations – Site Code 791A  
Division of Developmental Disabilities  
Arizona Department of Economic Security  
1789 West Jefferson Street  
Phoenix, Arizona 85007  
(602) 542-6874

By mail to:

DDD Contract Unit  
Business Operations – Site Code 791A  
Division of Developmental Disabilities  
Arizona Department of Economic Security  
P.O. Box 6123  
Phoenix, Arizona 85005

The hard copy shall consist of the following in the following order:

1. A completed and signed Application and Qualified Vendor Agreement Award form, which is generated by the Qualified Vendor Application and Directory System (see Section 9, Attachment A for a sample of this form; see Section 9, Attachment B for a discussion of the Qualified Vendor Application and Directory System).
2. A completed and signed Qualified Vendor Application Assurances and Submittals page, which is generated by the Qualified Vendor Application and Directory System (see Section 9, Attachment B).
3. Completed and signed RFQVA amendment signature pages (as applicable).
4. A print-out of all sections of the Application entered by the Applicant into the Qualified Vendor Application and Directory System (see Section 9, Attachment B).
5. All applicable submittals required in the Qualified Vendor Application Assurances and Submittals form. (This form is part of the Qualified Vendor Application and Directory System; see Section 9, Attachment B).

If the Applicant is applying for one or more services covered by another RFQVA, the Applicant may submit one Application for both RFQVAs. The Application shall consist of all items listed above. The Applicant must ensure that the Application includes RFQVA amendment signature pages for all applicable amendments and RFQVAs.

If the Applicant is a Qualified Vendor for another service, the Applicant shall submit a hard copy of items 1 through 4 above as well as any submittals that have changed since approval as a Qualified Vendor.

In addition to the hard copies of the Application, the Applicant shall provide the required information in the Qualified Vendor Application and Directory System and submit that information via the Division's website. An Application will not be considered filed until both the hard copy and the electronic version are received by the Division. In addition, the electronic version must be complete and include readable information for each of the required elements in the Qualified Vendor Application and Directory System that conforms with the hard copy. The hard copies of the Application shall be submitted in a sealed envelope or package labeled with the RFQVA number(s).

### 3.2.2 Website

The RFQVA and any amendments are available on the Internet at the Division's website at: [www.de.state.az.us/ddd](http://www.de.state.az.us/ddd). The website also contains links to other websites to access materials referenced in the RFQVA.

### 3.2.3 RFQVA Amendments

The signature page for any RFQVA Amendment shall be signed with an original signature by the person signing the Application, and shall be submitted with the original hard copy of the Application.

### 3.2.4 Public Record

Prior to the effective date of the Qualified Vendor Agreement, the Division shall not disclose any information identified by the Applicant as confidential business information or proprietary information without first notifying the Applicant in writing and allowing the Applicant opportunity to respond or protest the planned disclosure.

### 3.2.5 Agreement

An Application does not constitute a Qualified Vendor Agreement nor does it confer any rights to the Applicant regarding the award of a Qualified Vendor Agreement. A Qualified Vendor Agreement is not created until the Application is accepted in writing by the Procurement Officer's or designee's signature on the Application and Qualified Vendor Agreement Award (see Section 9, Attachment A).

The Qualified Vendor Agreement shall consist of the various documents specified in Section 6.1.2. However, the Applicant is only required to submit the Application and Qualified Vendor Agreement and Award form (see Section 9, Attachment A), the required information in the Qualified Vendor Application and Directory System via the Division's website (see Section 9, Attachment B), a print-out of the required information entered by the Applicant into the Qualified Vendor Application and Directory System (see Section 9, Attachment B), and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form (see Section 9, Attachment B).

Qualified Vendors should maintain a file titled "Agreement" that includes a copy of all of the items listed in Section 6.1.2. This entire file will reflect the total agreement between the Qualified Vendor and the Division of Developmental Disabilities.

### **3.2.6 Application Updates and Amendments**

A Qualified Vendor shall update in the Qualified Vendor Application and Directory System the general information section of the vendor contract information component, the Qualified Vendor assurances and submittal form and associated submittals, and the program description section of the service detail information component, including providing hard copies of any applicable submissions, when there is a change or at the request of the Division. Such changes will be subject to approval by the Division and the execution of an agreement amendment. A Qualified Vendor may update all other information in the Qualified Vendor Application and Directory System at any time. The Qualified Vendor may also submit an amended Application to request that additional services be added to the Qualified Vendor Agreement. Only Qualified Vendors will be able to update or amend their Application. The Division shall respond to a request for an amendment to Qualified Vendor Agreements based on the criteria defined in A.A.C. R6-6-2103 and A.A.C. R6-6-2104.

### **3.3 RFQVA Schedule**

Notices for significant events in the processing of RFQVAs, amendments, and changes to the Qualified Vendor Application and Directory System will be posted on the Division's website, [www.de.state.az.us/ddd](http://www.de.state.az.us/ddd).

### **3.4 Verification**

DDD may contact any source available to verify the information submitted in the Application and may use this information and any additional information obtained from the source(s) in evaluating the Application.



### **3.5 Protests**

A protest shall comply with and be resolved according to A.C.C. R6-6-2115. An applicant or Qualified Vendor may protest the posting of a RFQVA, denial of a Qualified Vendor Application in its entirety, or denial of one or more services included in the Application by filing a written Request for Problem Solving with the Division Assistant Director or a Notice of Protest with the Department procurement officer. The Qualified Vendor or Qualified Vendor Applicant shall include the following information in the Request for Problem Solving or in the Notice of Protest:

1. Name, address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the adverse action by the Division that is in dispute;
4. A statement of the legal and factual grounds of the intended protest including copies of relevant documents; and
5. The form of relief requested.

The Qualified Vendor or Qualified Vendor Applicant shall file the Request for Problem Solving with the Division within 21 days of the date the Qualified Vendor or applicant receives notice of the action.

The protestor shall file the Notice of Protest with the Department procurement officer within 21 days of the date the protestor receives notice of the action or within 14 days of issuance of the verification of non-resolution through the Problem Solving process from the Assistant Director.

### **3.6 Evaluation**

#### **3.6.1 Evaluation Factors**

The Division shall consider the following factors in determining if an Applicant is a Qualified Vendor and eligible to enter into a Qualified Vendor Agreement:

1. Ability of the Applicant to meet the need for services based on performance, including compliance with licensing and certification requirements; program monitoring, agreement monitoring, or contract monitoring reports; and corporate or individual experience providing community developmental disability services or similar services in Arizona and in other states.
2. Whether the Applicant has met the requirements of the Request for Qualified Vendor Applications process.

3. Whether the Application is consistent with the Division's network development plan or other documentation of projected service need.
4. Financial stability of the Applicant as demonstrated by the financial information provided in the Application.
5. The responsibility of the Applicant, as demonstrated by the background information provided in the Application and/or received from other sources.

### 3.6.2 Evaluation Process

The Division will advise each Applicant in writing or via email if its Application is incomplete within 30 days of receipt of the Application (both the electronic and hard copies). The notice will identify the information or documentation that is missing or incomplete in the Application. The Division may conduct discussions with the Applicant to provide information about the completeness of the application. The Division will specify the timeframe in which the Applicant must provide the missing information. The Division will deny the Application if the Applicant does not provide the additional information within the specified timeframe. The Division will notify an Applicant in writing or via email whether the Applicant has been accepted as a Qualified Vendor within 60 days of receipt of a complete Application. The Division will not enter into an agreement unless it has reviewed and evaluated a complete Application.

If an Applicant does not submit both a signed hard copy of the Application and an electronic copy via the Division's website, the Application will not be considered submitted. Such "non-submittals" will not be awarded an agreement and will not receive any notice.

### 3.6.3 Disqualification

The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

### 3.6.4 Waiver and Rejection Rights

Notwithstanding any other provision of the RFQVA, the Division reserves the right to:

1. Waive any minor informality;
2. Reject any and all Applications or portions thereof; or
3. Cancel the RFQVA.

## **SECTION 4 BACKGROUND**

### **4.1 Mission, Vision and Values**

Within the Department of Economic Security (DES), the Division of Developmental Disabilities (the Division or DDD) is responsible for providing community developmental services and supports to over 16,000 Arizonans with developmental disabilities and acute care only or support coordination (case management) only to an additional 5,000 Arizonans with developmental disabilities. In carrying out this responsibility, the Division's mission is:

“To support the choices of individuals with disabilities and their families by promoting and providing within communities, flexible, quality, consumer-driven services and supports.”

The Division's vision is:

“Individuals with developmental disabilities are valued members of their communities and are involved and participating based on their own choices.”

This results in the Division supporting a program that values:

- ❑ Healthy relationships with people;
- ❑ Individual and family priorities and choices;
- ❑ Equal access to quality services and supports for all individuals and families;
- ❑ Partnerships and ongoing communication with individuals, family members, advocates, providers, and community members;
- ❑ Developmental approaches – changing conditions that affect people rather than changing people who are affected by conditions;
- ❑ Individual freedom from abuse, neglect and exploitation with a balance between the right to make choices and experience life and individual safety;
- ❑ A diverse workforce that is motivated, skilled and knowledgeable of and uses the most effective practices known;
- ❑ An environment rich in diversity in which each person is respected and has the opportunity to reach their optimal potential;
- ❑ An individual's right to choose to participate in and contribute to all aspects of home and community life;

- ❑ A system of services and supports which are:
  - Responsive – timely and flexible responses to internal and external customers;
  - Strength based – recognizing people’s strengths, promoting self-reliance, enhancing confidence and building on community assets;
  - Effective – ongoing identification of effective methods and practices and incorporation of those practices into operations; and
  - Accountable – to our customers and to the taxpayers.

## **4.2 Program Eligibility**

To be eligible for services a person must be an Arizona resident who has a chronic disability that:

- ❑ Is attributable to mental retardation, cerebral palsy, epilepsy or autism;
- ❑ Was manifested before the age of 18;
- ❑ Is likely to continue indefinitely; and
- ❑ Reflects the need for a combination and sequence of individually planned or coordinated special, interdisciplinary or generic care, treatment or other services that are of lifelong or extended duration.

The disability also must result in substantial functional limitations in three or more of the following areas of major life activity:

- ❑ Self-care
- ❑ Receptive and expressive language
- ❑ Learning
- ❑ Mobility
- ❑ Self-direction
- ❑ Capacity for independent living
- ❑ Economic self-sufficiency

Children under the age of six years may be eligible for services if there is a strongly demonstrated potential that the child is or will become developmentally disabled but for whom no formal diagnosis has been made.

Individuals who are determined eligible for services through the Division may also be eligible for services through the Arizona Long Term Care System (ALTCS) program administered by the Arizona Health Care Cost Containment System Administration (AHCCCSA). Individuals who may be eligible for ALTCS are referred to AHCCCSA for ALTCS eligibility determination. (See A.R.S. 36-559 and Arizona Administrative Code (A.A.C.), Chapter 6, Title 6, Articles 3, 4 and 5 for a more detailed description of the eligibility determination process.)

### 4.3 Program Description

The 1999 Legislative session authorized the establishment of support coordination (case management) pilot projects under House Bill 2077. The pilot was designed to provide a range of choices of support coordination (case management) through contracts or agreements with the Division for the following options:

- ☐ State employees
- ☐ Organizations
- ☐ Individuals
- ☐ Parents or family member of persons with developmental disabilities
- ☐ Consumers

The pilot was run in western Maricopa County (within District I), Pima County (District II) and District VI. The Division has designed this RFQVA to provide this service statewide to Division consumers who are eligible for Medicaid (AHCCCS or ALTCS).

In State Fiscal Year 2004 (as of May 2004), the Division provided support coordination (case management) services to approximately 550 consumers through the pilot and to an additional 22,344 consumers through Division employees. Table 4.1 below depicts the number of consumers who received support coordination (case management) services from pilot support coordinators (case managers) and Division support coordinators (case managers) by district and in total during State Fiscal Year 2004.

**Table 4.1**  
**Number of Consumers Receiving Support Coordination (Case Management) by Type of Provider and by District State Fiscal Year 2004**

	<b>District I</b>	<b>District II</b>	<b>District III</b>	<b>District IV</b>	<b>District V</b>	<b>District VI</b>	<b>Total</b>
<b>Consumer Uses Pilot non-Division Support Coordinator (Case Manager)</b>	98*	451	Not an Option	Not an Option	Not an Option	1	550
<b>Consumer Uses Division Support Coordinator (Case Manager)</b>	12,526	4,047	2,434	1,085	1,306	946	22,344
<b>Total</b>	12,624	4,498	2,434	1,085	1,306	947	22,894

\*Only an option in one-third of District I.

Table 4.1 shows that about 55% of consumers that received support coordination (case management) services from the Division in State Fiscal Year 2004 resided in District I and about 20% resided in District II. In the Districts included in the pilot, District II had the highest participation rate. About 10% of consumers in District II who received support coordination (case management) services received these services through the pilot.

There are three different types of support coordination (case management) that are provided to consumers depending on whether they are eligible for ALTCS, AHCCCS, or the state-funded program. The three types are: 1) support coordination (case management) to ALTCS consumers, 2) Targeted Support Coordination (targeted case management) to consumers who are eligible for Medicaid but not ALTCS (i.e., they are eligible for AHCCCS), and 3) support coordination (case management) to consumers who are not eligible for Medicaid (i.e., they are only eligible for state-funded services). This RFQVA covers support coordination (case management) services to consumers who are eligible for Medicaid (either AHCCCS or ALTCS). It does not cover support coordination (case management) services to consumers who are not eligible for Medicaid. Table 4.2 shows the breakdown by type of support coordination (case management) by district for State Fiscal Year 2004.

**Table 4.2**  
**Number of Consumers Receiving Support Coordination (Case Management) by Type of Service and by District State Fiscal Year 2004**

	<b>District I</b>	<b>District II</b>	<b>District III</b>	<b>District IV</b>	<b>District V</b>	<b>District VI</b>	<b>Total</b>
<b>ALTCS Support Coordination (Case Management)</b>	9,114	2,653	1,597	784	646	562	15,356
<b>Targeted Support Coordination (Targeted Case Management)</b>	1,657	806	510	140	384	232	3,729
<b>State Funded Support Coordination (Case Management)</b>	1,853	1,039	327	161	276	153	3,809
<b>Total</b>	12,624	4,498	2,434	1,085	1,306	947	22,894

Table 4.2 shows that across all Districts about 67% of consumers received ALTCS support coordination (case management), 16% received Targeted Support Coordination (targeted case management), and 17% received state funded support coordination (case management). However, the breakdown varies by District. In District I, 72% of consumers received ALTCS support coordination (case management), 13% received Targeted Support Coordination (targeted

case management), and about 15% received state funded support coordination (case management). In District II, the breakdown was 59% ALTCS support coordination (case management), 18% Targeted Support Coordination (targeted case management), and 23% state funded. In District III, the percentages were 66%, 21%, and 13%. For District IV, 72%, 13%, and 15%. For District V, 50%, 29%, and 21%. And for District VI, 59% ALTCS, 25% Targeted Support Coordination (targeted case management), and 16% state funded.

The Division coordinates services and resources through a central administrative office, District offices and local offices in various communities throughout the state. A comprehensive array of services are provided to consumers based on the person's identified needs, State and/or Federal guidelines and, when applicable, the availability of funds. While the Division provides a limited number of services directly, the majority of services are provided through contracts with individuals or provider agencies. These contracted services include support coordination (case management) services, home- and community-based services, institutional services and acute care services. Some of the services, such as acute care services, are available only to certain consumers. (See A.R.S. 36-558 and *DES/DDD Policy and Procedure Manual*, available on the Division's website [www.de.state.az.us/ddd](http://www.de.state.az.us/ddd), for a more detailed description of Division services.) Wherever possible, prior to authorizing services, the Division looks first at services or other forms of assistance that may be provided through existing community resources or family members.

Division services are funded through various means – Title XIX Medicaid (Federal and State matching monies) and State appropriations, with some additional funding available through Title XX and grants. However, Title XIX is the principle source of funds. The Division receives monthly capitation payments from AHCCCSA to deliver acute and long term care services to eligible ALTCS consumers and Targeted Support Coordination (targeted case management) services to Arizona Health Care Cost Containment System (AHCCCS)-eligible consumers. These funds, in turn, are appropriated by the Arizona State Legislature to DES/DDD for expenditure.

Home- and community-based service costs for ALTCS-eligible consumers must not exceed the cost of an Intermediate Care Facility/Mental Retardation (ICF/MR) placement, unless the Division requests and receives approval from AHCCCSA. For total service costs, which exceed 80% of an ICF/MR placement, the Division must conduct a cost effectiveness study; including development of a plan to prospectively reduce the costs over the next six months. (See *DES/DDD Policy and Procedures Manual – Chapter 905*.)

#### **4.4 Consumer Choice**

Building upon its core mission and value statements, the Division has, over the past several years, begun an initiative to move its current program toward a model of self-determination – promoting and increasing consumer and family control over the purchase and selection of services and providers. Recent amendments to A.R.S. §36-557 and the implementation of rules pursuant to A.R.S. §36-557 establish consumer choice of providers in law and rule. Consumer

choice will be the basis for provider selection. The responsibilities and roles which were formerly the primary responsibility of the Division are now meaningfully shifted to consumers and Qualified Vendors. Two new roles for the Division are to facilitate consumer choice and to assist Qualified Vendors to effectively make their program plans and availability known to consumers.

This RFQVA process, including the Qualified Vendor Application and Directory System, is designed to help the Division fulfill this new mandate. The Division will enter into Qualified Vendor Agreements with vendors that meet the minimum RFQVA requirements. Applicants will not be subject to a prospective quality evaluation of their program prior to the award of a Qualified Vendor Agreement (contract) by the Division. This is very different from all prior awards of contracts. The determination of quality service will be determined largely by consumer choice on an ongoing basis. Consumers will be able to change providers, utilize multiple providers, and encourage potential providers to apply to become a provider on an ongoing basis.

For some services, consumer choice will have some limitations. For example, group services, such as group homes and day treatment and training programs, consumer choice will be a shared responsibility of the group of consumers who will be sharing service provision. This will involve reaching consensus for a single choice among the entire group of consumers. For capacity based services, i.e., group homes or day treatment and training programs, consumer choice may be limited to Qualified Vendors who have existing capacity for service until the Division determines additional capacity is needed and can be supported by Division funding.

The Division's ability to provide services is based on available funding. Every effort will be made by the Division to effectively and efficiently provide service to all eligible consumers. It is the expectation of the Division that consumers and Qualified Vendors will assist the Division in efficient and effective service planning and delivery.

#### **4.5 Published Rate Schedules**

The published rate schedules that are referenced and incorporated into the RFQVA are the result of the statutes that mandate the Division to adopt a published rate system (see A.R.S. 36-557). The published rate schedules:

- ❑ Satisfy the legislative mandate that the Division adopt a published rate system;
- ❑ Provide a critical element to the redesigned service procurement process that is contained in this RFQVA; and
- ❑ Provide equity and simplicity to the Division's reimbursement systems.

The published rate schedules and any updates may be found on the Division's web site at [www.de.state.az.us/ddd](http://www.de.state.az.us/ddd).



## **SECTION 5**

### **SERVICE REQUIREMENTS/SCOPE OF WORK**

This section sets forth the general requirements that the Qualified Vendor will be expected to comply with in the delivery of agreement services. The Qualified Vendor shall also comply with the requirements in Section 7, Service Specifications as well as Section 6, DES/DDD Standard Terms and Conditions, and all other provisions of this Request for Qualified Vendor Applications (RFQVA).

#### **5.1 Provider Qualifications**

The Qualified Vendor shall meet all applicable license/certification requirements and standards throughout the term of the Qualified Vendor Agreement, including the following:

1. If required in statute or regulation, the Qualified Vendor shall have the appropriate current Arizona license and fully comply with all licensing requirements prior to the delivery of service. Payment will not be made for services delivered prior to the issuance of the license.
2. The Qualified Vendor shall be certified by the Division as a home- and community-based provider pursuant to A.A.C. Title 6, Chapter 6, Article 15 prior to the delivery of service. Payment will not be made for services delivered prior to the date of certification.
3. The Qualified Vendor shall be registered as a provider with AHCCCSA prior to the delivery of service. Payment will not be made for services delivered prior to the date of registration.
4. The Qualified Vendor shall comply with A.A.C. Title 6, Chapter 6, Article 9, Managing Inappropriate Behaviors.
5. The Qualified Vendor shall comply with all applicable Federal and State laws.
6. The Qualified Vendor shall comply with applicable Division policies, procedures and administrative directives. The Policies and Procedures are posted on the Division's website at <http://www.de.state.az.us/ddd/>.
7. As needed to effectively implement the service, the Qualified Vendor will be able to communicate effectively with the consumer/family/consumer's representative (e.g., American Sign Language or Spanish). This may include utilizing alternative communication strategies (written versus spoken) or using a volunteer translator, or recruitment of staff who speak different languages.

8. When transportation of the consumer is provided as part of the service:
  - 8.1 The vehicle in which transportation is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
  - 8.2 The vehicle must be maintained in a safe, working order.
  - 8.3 The vehicle must be constructed for the safe transportation of the consumers. All seats must be fastened to the body of the vehicle and individual(s) properly seated when the vehicle is in operation. The vehicle must have operational seat belts installed and be operational for safe passenger utilization. When transporting, consumers must be securely fastened in age and weight appropriate restraints, as required by State law.
  - 8.4 Consumers with special mobility needs shall be provided transportation in a vehicle adapted to those needs as required to facilitate adequate access to service.
  - 8.5 If the vehicle is used to transport consumers in wheelchairs, it shall also be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.
  - 8.6 Persons providing transportation must be a minimum of 18 years of age and possess and maintain a valid driver license.
  - 8.7 The Qualified Vendor shall review driving records.
9. The Qualified Vendor shall have on file three verifiable letters of reference that clearly state the name, address, and phone number of the person providing the reference and make them available upon request to the Division.

## **5.2 Staffing**

1. The Qualified Vendor shall have a plan for the recruitment, initial and ongoing training, retention and monitoring of direct service staff.
2. The Qualified Vendor shall ensure that each direct service staff meets the qualifications in A.A.C. R6-6-1520 through 1533 as applicable.
3. The Qualified Vendor shall ensure that no direct service staff work unsupervised with consumers until all required training has been completed.
4. The Qualified Vendor must ensure that all direct service staff are appropriately trained to meet the special needs of the consumer being served (e.g., behavioral or medical challenges).
5. The Qualified Vendor shall ensure that staff are trained and supported to effectively meet the variety of needs of the consumer, including consumers with intensive behavioral, physical, and medical challenges.

6. The Qualified Vendor shall have a staff back-up plan at all times in order to ensure that appropriately trained back-up staff are available when the primary staff person is not available and the service is critical to assure the maintenance of health and safety of the consumers receiving service.
7. The Qualified Vendor shall routinely monitor and supervise direct service staff to ensure the ability/fitness of the direct service staff as well as assess the effectiveness of the relationship between the consumer/consumer's representative and the direct service staff.

### **5.3 Training**

1. The Qualified Vendor shall ensure that all direct service staff receive the following training:
  - 1.1 Minimum orientation standards regarding individuals served and the operations of the program.
  - 1.2 Minimum training standards in areas determined by the Division and Qualified Vendor depending upon the specific needs of the setting and/or of the consumers served.
  - 1.3 Specialized training as required.
2. All training completed shall be documented in the individual employee's personnel record.
3. The Qualified Vendor shall encourage participation of consumers and parents in presenting staff training.

### **5.4 Delivery of Services**

1. The consumer/family/consumer's representative has the right and responsibility to choose from the available Qualified Vendors whom they believe will best meet the needs of the consumer. If services are provided to a group, the consumers shall collectively choose the Qualified Vendor.
2. The Qualified Vendor shall, as set forth in each consumer's Individual Support Plan (ISP), deliver services to consumers in such a manner that meets the following service goals:
  - 2.1 To increase or maintain the self-sufficiency of consumers.
  - 2.2 To maintain the health and safety of consumers.
  - 2.3 To provide services in a manner that supports and enhances the consumer's independence, self esteem, self-worth, mutual respect, value, and dignity.

3. The Qualified Vendor shall ensure that in delivering services, specific service-related activities as well as staffing are:
  - 3.1 Available and provided at any time as specified in the consumer's ISP.
  - 3.2 Modified appropriately in order to accommodate the changing needs of the consumer and/or his/her environment.
  - 3.3 Delivered in a manner that takes into consideration the primary language of the consumer (and consumer's representative) as well as any cultural diversity issues.
  - 3.4 Provided according to the personal needs, cultural considerations/preferences, and medical needs of the consumer.
4. The Qualified Vendor shall ensure that materials, supplies, equipment and activities meet the varied interests, physical needs/abilities, chronological ages and cultural backgrounds of consumers.
5. The Qualified Vendor shall ensure that services are provided by appropriately qualified and trained staff, including ensuring that all tasks required to be performed by a medical practitioner are performed by a qualified medical practitioner.
6. The Qualified Vendor shall ensure that services are provided in the least restrictive environment.
7. The Qualified Vendor shall ensure that children and adults are not served together unless specifically approved in the child's ISP.
8. Under no circumstances shall more than one type of habilitation service be provided to a consumer at the same time.

### **5.5 Service (Prior) Authorization**

The system to be implemented with this Request for Qualified Vendor Applications will greatly streamline the authorization process to allow both the Division and the Qualified Vendor to better address changing consumer needs. Changes in authorization levels will not require changes to the Qualified Vendor Agreement. Authorization levels will be set by the Division to reflect the current needs of the consumer.

The Qualified Vendor shall be reimbursed for services delivered that have been prior authorized by the Division designee. Authorization is specific to a particular consumer in a particular setting and is not transferable to other consumers.

If the needs of the consumer changes, the authorization is subject to change. Prior to making any changes in the level of service provided (including an increase or decrease in the number of units of service) and/or a change in the setting, the Qualified Vendor must ensure that it has received the appropriate new authorization from the Division.

## **5.6 Referrals for Services**

When a Qualified Vendor receives a referral for services for a consumer, the Qualified Vendor must:

1. Assess the referred consumer for appropriate services and, within ten days of referral, inform the referral source either in writing or verbally whether the Qualified Vendor will serve the consumer.
2. Meet or confer with the consumer and/or the consumer's representative prior to the start of service delivery to obtain necessary information and have an orientation to the specific needs of the consumer, including obtaining all required consents.
3. Ensure that direct service staff have the necessary skills and training, as identified in the consumer's ISP, e.g., client intervention training, sign language, etc. to provide services to the consumer.
4. Obtain authorization from the Division prior to the service start date.

For emergency referrals, the Division will call the Qualified Vendor and request an immediate response as to whether they can appropriately address the emergency needs of the consumer.

## **5.7 Individual Support Plan (ISP) and Related Activities**

As part of the ISP process, the Qualified Vendor shall, as appropriate, assist the consumer's ISP team in developing the consumer's ISP and facilitating its implementation. The Qualified Vendor shall support all of the applicable ISP goals and ensure that all applicable objectives are implemented. (See *DES/DDD Policy and Procedure Manual Chapter 800* for a detailed discussion of ISP development.)

## **5.8 Quality Management Plan**

The Qualified Vendor shall develop and maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the services are appropriately meeting the objectives set forth in consumers' ISPs. The Qualified Vendor shall keep the quality management plan on file and make the plan available to the Division or consumers/families/consumer representatives upon request.

The quality management plan shall contain elements that address the following:

1. Incident management, corrective action and preventions.
2. Complaints and grievances.
3. Solicitation of input from consumers, families and/or consumer representatives including input on consumer satisfaction, the hiring and/or evaluation of direct service staff, and the improvement of services.
4. Opportunities provided to consumers/families/consumer representatives to be actively involved in Qualified Vendor operations.
5. Monitoring and evaluation of services provided (i.e., measurement of outcomes as it relates to the ISP objectives) and the improvement of the quality and appropriateness of services.

## **5.9 Transition**

There are a number of circumstances under which a Qualified Vendor will become involved in the transitioning of a consumer to another provider. All Qualified Vendors shall assist the Division in the transition of the consumer to the new provider. This may include working closely with the consumer and family; providing all necessary support services to ensure a smooth transition; and transferring of pertinent records to the new provider. If the Qualified Vendor participates in a transition placement process, it shall maintain documentation of participation and development of the consumer's ISP.

## **5.10 Recordkeeping**

1. The Qualified Vendor shall maintain books and records related to services and expenditures as required by the Division in rule or policy or in this RFQVA, as amended. Documents that the Qualified Vendor shall have on file include but are not limited to:
  - 1.1 Articles of Incorporation, partnership agreements and/or Internal Revenue Service letter, as applicable.
  - 1.2 Copies of all licenses and/or certifications.
  - 1.3 A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions.
  - 1.4 If applicable, a complete list of the members of its Board of Directors, partners, or owners as applicable, including names, titles, addresses and phone numbers.
  - 1.5 Current written job descriptions, which include minimum qualifications for training and experience, for each position that will be utilized in the provision of a service under the Qualified Vendor Agreement.
  - 1.6 Current resumes/applications for each person who will be providing services under the Qualified Vendor Agreement.

- 1.7 Current resumes for administrative/management positions.
- 1.8 If applicable, documentation of inspections and licenses necessary to operate a residential setting.
2. The Qualified Vendor shall maintain a file on each consumer. A consumer's file should include the following, as applicable:
  - 2.1 Pertinent documents related to the consumer's ISP such as the consumer's ISP, the consumer's support plan, and the consumer's behavioral health treatment plan.
  - 2.2 Record of services rendered (including administration of medications) and the consumer's response to services.
  - 2.3 Documentation of communications with consumer/consumer's representative, other service providers, support coordinator, etc.
  - 2.4 Copy of the orientation document.
  - 2.5 Copy of attendance sheets.
  - 2.6 Copy of the monthly progress reports.
  - 2.7 Documentation of incidents related to the consumer and/or complaints related to the Qualified Vendor's care of the consumer and documentation of resolution.
  - 2.8 All required consents, such as General Consent and/or Consent for Use of Behavior Modifying Medications.

#### **5.11 Application and Use of Published Rates**

1. The Qualified Vendor shall comply with the following general requirements relating to the use of published rates in the delivery of agreement services. In addition, the Qualified Vendor shall comply with the rates procedures issued by the Division from time to time.
2. The published rate schedules and the requirements related to their use are available on the Division's website. The published rate schedules and the requirements related to their use may be updated or changed from time to time. Affected agreements will be amended to include changes.
3. The Division has published four rate schedules that are available on the Division's website. The schedule numbered 1.1 (with any revisions numbered 1.2, 1.3, etc.) and the schedule numbered 2.1 (with any revision numbered 2.2, 2.3, etc.) contain the rates that will be used only in State Fiscal Year (Fiscal Year) 2004, during the phase in of the published rate schedules. The schedule numbered 3.1 (3.2, 3.3, etc. for later versions) and the schedule numbered 4.1 (4.2, 4.3, etc. for later versions) will be used beginning in Fiscal Year 2005. The discussion below references rate schedules 1.1, 2.1, 3.1, and 4.1. As new schedules are released, they will be numbered to reflect the version (e.g., the next version of 3.1 will be numbered 3.2). However, unless otherwise provided, the explanation below will continue to apply.

- 3.1 Schedule 1.1 (labeled “SFY 04 Phase-In Rates”) contains the rates that will be used in Fiscal Year 2004. The schedule includes three rates (step-up, adopted or step-down) for most services; however, there are no step-up or step-down rates for support coordination (case management) services. Qualified Vendors shall use the adopted rate.
- 3.2 Schedule 2.1 (labeled “SFY 04 Phase-In Rates, Conversion to Daily Rates”) does not apply to this RFQVA. It converts the staff hourly rates to daily rates for the services of Habilitation, Community Protection and Treatment Group Home and Habilitation, Group Home.
- 3.3 Schedule 3.1 (labeled “Benchmark and Adopted Rates”) contains the rates that will be used in Fiscal Year 2005. The Schedule contains two columns of rates. The first column labeled “Benchmark Rate” contains the rates that the Division calculated through its rate setting process. The second column labeled “Adopted Rate” contains the rates that the Division adopted for the published rate schedule and these are the rates to be used for each service when billing the Division.
- 3.4 Schedule 4.1 (labeled “Adopted Rates, Conversion to Daily Rates”) does not apply to this RFQVA. It converts the staff hourly rates from Schedule 3 to daily rates for the services of Habilitation, Community Protection and Treatment Group Home and Habilitation, Group Home; and Habilitation.
4. The Division may provide for a method to modify a published rate for a service provided to a particular consumer.
5. The Division acknowledges that the rate models used to determine the Benchmark Rates on Schedule 3.1 do not necessarily reflect actual cost profiles. Actual patterns of expenditures by Qualified Vendors may be different from those outlined in a given rate model. The Division recognizes that assumptions in the rate models may need to be updated over time.



## **SECTION 6**

### **DES/DDD STANDARD TERMS AND CONDITIONS**

#### **6.1 Definition of Terms**

As used in this Request for Qualified Vendor Applications (RFQVA) and any resulting agreement, the terms listed below are defined as follows:

- 6.1.1 “Agency” means an organization that has a Federal Employer Identification Number (FEIN) and employs one or more direct service staff other than the owner.
- 6.1.2 “Agreement” means the Qualified Vendor Agreement which is a legally binding contract to provide community developmental disability services and includes the following: the Request for Qualified Vendor Applications, including service requirements/scope of work, terms and conditions, and services specifications; the published or negotiated rates and any updates; the Application and any updates; the Qualified Vendor Agreement Award Notice; any amendments to the RFQVA; any Agreement Amendments; and any terms applied by law.
- 6.1.3 “Agreement Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the agreement.
- 6.1.4 “Agreement Services” means the services to be delivered by the Qualified Vendor under this agreement.
- 6.1.5 “AHCCCS” means the Arizona Health Care Cost Containment System as established by Arizona Revised Statutes (A.R.S.) 36-2901 et seq., and defined by Arizona Administrative Code (A.A.C.) R9-22-101.B.1.
- 6.1.6 “AHCCCSA” or “Administration” means the Arizona Health Care Cost Containment System Administration as defined by A.R.S. 36-2901.1.
- 6.1.7 “ALTCS” means the Arizona Long Term Care System as defined by A.A.C. R9-28-101.B.2.
- 6.1.8 “Applicant” means a vendor who submits an application in response to the Request for Qualified Vendor Applications.
- 6.1.9 “Application” means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hard copy to the Division; the required information in the Qualified Vendor Application and Directory System submitted electronically to the Division via the Division’s website, and approved by the Division; a hard copy of the required information entered into the Qualified Vendor Application and Directory System submitted to and approved by the Division; and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form submitted to and approved by the Division.
- 6.1.10 “Business Day” means any day that the Division is open to conduct business.
- 6.1.11 “Clean Claim” means claims that may be processed without obtaining additional information from the provider of service or from a third party but does not include claims under investigation for fraud and abuse or claims under review for medical necessity (A.R.S. 36-2904.H.1).

- 6.1.12 “Client,” “Member,” “DD/ALTCS Member,” “Consumer,” or “Individual” means a person who is authorized to receive services through the Division.
- 6.1.13 “Community Developmental Disability Services” means any service or support the Division is authorized to purchase on behalf of individuals with developmental disabilities and their families or guardians.
- 6.1.14 “Day” means calendar day unless otherwise specified.
- 6.1.15 “Department” means the Arizona Department of Economic Security (DES), unless otherwise indicated.
- 6.1.16 “Division” or “DDD” means the Division of Developmental Disabilities within the Department of Economic Security.
- 6.1.17 “Effective Date” means the date that the Procurement Officer signs the Qualified Vendor Agreement Award, unless another date is specifically stated in the agreement.
- 6.1.18 “Encounter” means the record of a service submitted to or by the Division and processed by AHCCCS that is rendered by a provider registered with AHCCCS to a member who is enrolled with the Division on the date of service for which the Division incurs a financial liability (A.A.C. R9-22-107.13).
- 6.1.19 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 6.1.20 “Independent Provider” means a person who does not have any employees other than himself/herself and provides Attendant Care; Habilitation, Support; Housekeeping; Respite; Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); Day Treatment and Training, Children (Summer); Habilitation, Individually Designed Living Arrangement; or Transportation (Family and Friend).
- 6.1.21 “Individual Support Plan” or “ISP” means a written statement of services to be provided to an individual with developmental disabilities including habilitation goals and objectives and a listing of the services, if any, the consumer is authorized to receive. The ISP incorporates and replaces the Individual Program Plan, the placement evaluation, the individualized service program plan and the service program plan used in A.R.S. § 36-557. ISP incorporates the Individual Family Service Plan (IFSP) as defined in Section 809.1 of the Division’s Policy and Procedures Manual as well as a Person Centered Plan (PCP), which describes the type, frequency, and duration of the services and supports needed to achieve the appropriate outcomes for a consumer.
- 6.1.22 “Individual Support Plan Team” or “ISP Team” means a group of persons including the consumer, the consumer’s representative, and other persons selected by the consumer, assembled by the Division and coordinated by the consumer’s support coordinator in compliance with A.R.S. § 36-551 and 36-560 to develop the consumer’s individual support plan.
- 6.1.23 “May” indicates something that is not mandatory but permissible.

- 6.1.24 “Procurement Officer” or “Department Procurement Officer” or “Procurement Specialist” means the person duly authorized to enter into and administer agreements and make written determinations with respect to the agreement or their designee.
- 6.1.25 “Qualified Vendor” means any person or entity that has an agreement with the Division of Developmental Disabilities.
- 6.1.26 “Shall” or “Must” indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application or termination of the agreement in whole or in part.
- 6.1.27 “Should” indicates something that is recommended but not mandatory. If the Applicant fails to provide recommended information, the State may, at its sole option, ask the Applicant to provide the information or evaluate the Application without the information.
- 6.1.28 “Subcontract” means any arrangement, expressed or implied, between the Qualified Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this agreement.
- 6.1.29 “State” means the State of Arizona and the Department or Agency of the State that executes the agreement.
- 6.1.30 “Third Party Liability” means the resources available from a person or entity that is or may be, by agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Division client (A.A.C. R6-6-101.70 and A.A.C. Title 9, Chapter 22, Article 10).
- 6.1.31 “Third Party Payor” means any individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of a Division client (A.A.C. R6-6-101.71).

## **6.2 Agreement Interpretation**

### **6.2.1 Arizona Law.**

The law of Arizona applies to this agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and A.R.S. 36-557(B) and its implementing rules.

### **6.2.2 Implied Agreement Terms.**

Each provision of law and any terms required by law to be in this agreement are a part of this agreement as if fully stated in it.

### **6.2.3 Agreement Order of Precedence.**

In the event of a conflict in the provisions of the agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 6.2.3.1 Qualified Vendor Award;
- 6.2.3.2 DES/DDD Standard Terms and Conditions;
- 6.2.3.3 Service Requirements/Scope of Work and Service Specifications;

- 6.2.3.4 Rates;
- 6.2.3.5 Information entered into the Qualified Vendor Application and Directory System (most recently approved); and
- 6.2.3.6 Attachments to information entered into the Qualified Vendor Application and Directory System (most recently approved).
- 6.2.4 Relationship of Parties.  
The Qualified Vendor under this agreement is an independent Qualified Vendor. Neither party to this agreement shall be deemed to be the employee or agent of the other party to the agreement.
- 6.2.5 Severability.  
The provisions of this agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the agreement.
- 6.2.6 No Parol Evidence.  
This agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 6.2.7 No Waiver.  
Either party's failure to insist on strict performance of any term or condition of the agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 6.2.8 Headings.  
The section headings used in the agreement are for reference and convenience only and shall not enter into any interpretation of the agreement.
- 6.3 Agreement Administration and Operation**
- 6.3.1 Records.
- 6.3.1.1 Under A.R.S. § 35-214 and A.R.S. § 35-215, the Qualified Vendor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the agreement for a period of five years after the completion of the agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records.
- 6.3.1.2 Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this agreement, or costs and expenses of this agreement as to which exception has been taken by the State, shall be retained by the Qualified Vendor until such grievances, disputes, litigation, claims or exceptions have been resolved.
- 6.3.1.3 The Qualified Vendor shall provide all reports requested by the Department, the Division and/or the AHCCCS and all information from its records relating to the performance of this agreement that the Department, the Division and/or the AHCCCS may reasonably require.

The Qualified Vendor reporting requirements hereunder may include, but are not limited to, timely and detailed utilization statistics, information and reports.

- 6.3.1.4 The Qualified Vendor shall follow all policies and procedures of the Division for the acceptance, retention, disposition, and accounting for client funds. The Qualified Vendor also shall develop and maintain internal policies and procedures for the administration of such funds.
- 6.3.1.5 The Division is responsible for submission of accurate encounters to AHCCCSA for all agreement services rendered to eligible members by the Qualified Vendor and any subcontractor. Claims filed by the Qualified Vendor are the basis of the encounter submission by the Division.
- 6.3.1.6 Agreement service records will be maintained in accordance with this agreement. Records shall, as applicable, meet the following standards:
  - 6.3.1.6.1 Adequately identify the service provided;
  - 6.3.1.6.2 Include personnel records, which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
  - 6.3.1.6.3 Include time and attendance records for individual employees to support all salaries and wages paid and claims for payment from the Division;
  - 6.3.1.6.4 Include records of the source of all receipts and the deposit of all funds received by the Qualified Vendor;
  - 6.3.1.6.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the agreement;
  - 6.3.1.6.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the agreement; and
  - 6.3.1.6.7 Include copies of lease/rental contracts, mortgages and/or any other contracts, which in any way may affect agreement expenditures.
- 6.3.2 Non-Discrimination.

The Qualified Vendor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act and including:

  - 6.3.2.1 Unless exempt under Federal law, the Qualified Vendor shall comply with Title VII of the Civil Rights Act of 1964 as amended. The Qualified Vendor shall comply with the Age Discrimination in Employment Act. The Qualified Vendor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Qualified Vendor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

- 6.3.2.2 If Qualified Vendor is an Indian Tribal Government, Qualified Vendor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Qualified Vendor to engage in Indian preference in hiring.
- 6.3.2.3 The Qualified Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, services on the basis of race, color, or national origin. The Qualified Vendor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of programs, services and activities.
- 6.3.2.4 The following which shall be included in all publications, forms, flyers, etc. that are distributed to consumers:  
“Under the Americans with Disabilities Act, the *(insert Qualified Vendor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the *(insert Qualified Vendor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Qualified Vendor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: *(insert Qualified Vendor contact person and phone number here)*”
- 6.3.3 Audit.
- 6.3.3.1 Pursuant to ARS § 35-214, at any time during the term of this agreement and five years thereafter, the Qualified Vendor’s and/or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement or subcontract.
- 6.3.3.2 All Qualified Vendors are subject to the programmatic and fiscal monitoring requirements of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Qualified Vendors receiving more than \$500,000 from all sources is an annual financial audit, which includes Division agreement numbers and payment amounts. Audits must be conducted in accordance with generally accepted auditing standards (GAAS). The Audit Report, Management Letter and Auditor’s Opinion must be submitted to the Division person designated to receive notices within 30 days after completion of the audit.
- 6.3.3.2.1 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations, and standards.

- 6.3.3.2.2 The annual financial audit must disclose the Division lines of business (including assets, liabilities, equity, revenue, expenses, and cash flows) independent of any other lines of business in which the Qualified Vendor may be engaged. The financial statements must at least separate the Division lines of business in the form of additional supplemental schedules, if they are not separately presented in the financial statements themselves.

6.3.4 Notices.

Notices to the Qualified Vendor required by this agreement shall be made by the State to the person indicated on the Qualified Vendor Application form submitted by the Qualified Vendor unless otherwise stated in the agreement. Notices to the State required by the agreement shall be made by the Qualified Vendor to the Division's Contract Management Section at the following address:

Contract Management Section  
Business Operations – Site Code 791A  
Division of Developmental Disabilities  
Arizona Department of Economic Security  
P.O. Box 6123  
Phoenix, Arizona 85005

An authorized Procurement Officer or authorized Procurement Specialist and an authorized Qualified Vendor representative may change their respective person to whom notice shall be given by written notice and an amendment to the agreement shall not be necessary. All notices shall reference the agreement number.

6.3.5 Advertising and Promotion of Agreement.

The Qualified Vendor shall not advertise or publish information for commercial benefit concerning this agreement without the prior written approval of the Division.

6.3.6 Property of the State.

- 6.3.6.1 Any materials, including reports, computer programs and other deliverables, created under this agreement are the sole property of the State. The Qualified Vendor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Qualified Vendor shall not use or release these materials without the prior written consent of the State.

- 6.3.6.2 The Federal and State governments reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State government purposes such materials, reports, data or information system, software, documentation and manuals.

- 6.3.6.3 At the termination of the agreement in whole or in part, the Qualified Vendor shall make available all such materials, reports, data and information to the Division within 30 days following termination of the agreement or such longer period as approved by the Division.

6.3.7 Confidentiality.

The Qualified Vendor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited

to, information concerning applicants for and recipients of agreement services. To the extent permitted by law, the Qualified Vendor shall release information to the Department and the Attorney General's Office as required by the terms of this agreement, by law or upon their request.

6.3.8 Agreement Extension.

This agreement may be extended or renewed for up to five 12-month terms, with all agreements ending June 30, 2009. The Procurement Officer may exercise the Division's option to extend or renew the contract by unilateral agreement amendment; a written amendment signed by both parties shall not be necessary.

6.3.9 Agreement Term.

The term of this agreement shall be the period of time from the agreement begin date to the agreement termination date as awarded or extended. The begin date of the agreement term is the date that the Qualified Vendor may start to provide services under this agreement. The Qualified Vendor will not be paid or reimbursed for agreement services provided prior to the begin date. However, payments or reimbursements shall not be made under this agreement until the effective date of this agreement. The agreement begin date shall be the date the Procurement Specialist signs the Application and the Qualified Vendor Agreement Award.

6.3.10 Cooperation.

The Division may undertake or award other contracts for additional work related to the work performed by the Qualified Vendor, and the Qualified Vendor shall fully cooperate with such other Qualified Vendor and State employees, and carefully fit its own work to such other Qualified Vendor work. The Qualified Vendor shall not commit or permit any act, which will interfere with the performance of work by any other Qualified Vendor or by State employees. The Qualified Vendor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Qualified Vendor to other Qualified Vendor(s).

6.3.11 Technical Assistance.

The Division may, but shall not be obligated to, provide technical assistance to the Qualified Vendor in the administration of agreement services, or relating to the terms and conditions, policies and procedures governing this agreement. Notwithstanding the foregoing, the Qualified Vendor shall not be relieved of full responsibility and accountability for the provision of agreement services in accordance with the terms and conditions set forth herein.

6.3.12 Enrollment; Disenrollment.

Procedures for enrollment of an individual in Qualified Vendor services and termination of enrollment with the Qualified Vendor shall be in accordance with the agreement and all applicable Division and/or AHCCCS rules and policies.



6.3.13 Offshore Performance of Work Prohibited.

Due to security and identity protection concerns, all services under this agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**6.4 Costs and Payments**

6.4.1 Payments.

6.4.1.1 Upon delivery of goods or services, the Qualified Vendor shall submit a complete and accurate invoice to be paid by the State within 30 days of receipt.

6.4.1.2 The Qualified Vendor is paid a specified amount for each unit of service or deliverable as designated in the service specification and published rate or negotiated rate, not to exceed the maximum number of units indicated by the authorization for each agreement service/deliverable.

6.4.1.3 The Qualified Vendor shall report agreement expenditures to the Division in the manner prescribed by the "Records," "Audits," and "Reporting Requirements" sections of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Division shall authorize payment or reimbursement in accordance with the method(s) indicated by this agreement.

6.4.1.4 If the Qualified Vendor is in any manner in default in the performance of any obligation under this agreement, or if audit exceptions are identified, the Division may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

6.4.1.5 Under no circumstances shall the Division make payment to the Qualified Vendor that exceeds the authorization. Under no circumstances shall the Division make payment to the Qualified Vendor for services performed prior to or after the term of the agreement without timely extension or renewal of the agreement. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to licensing if licensing is required. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to certification. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to AHCCCS registration.

6.4.1.6 Claims by the Qualified Vendor shall be submitted to the Division on the Division's approved Billing Document. The Qualified Vendor shall be required to make any change in claims format required by the Division, AHCCCS or the Federal government under the electronic submission requirements of the Health Insurance Portability and Accountability Act of 1996.

6.4.1.7 The Division is not obligated to pay for services provided without prior authorization. Claims for services delivered shall be initially received by the Division not later than nine months after the last date of service shown on the claim. A resubmitted claim shall not be considered for payment unless it is received by the Division as a clean claim not later than 12 months after the last date of service shown originally on the claim.

- 6.4.1.8 For the purpose of determining the date of receipt of a claim, the date of receipt is the date the Division receives the claim. Only claims received by the Division in accordance with the provisions of this section will be considered for payment.
- 6.4.1.9 Any payment reconciliation shall be submitted in writing, complete with all backup documentation, no later than 60 days from agreement termination date (whether in whole or in part) or renewal date. The Division will determine if additional payment is due to the Qualified Vendor. Failure to submit information within the 60 day timeline will result in forfeiture of any payment determined appropriate.
- 6.4.1.10 The Qualified Vendor shall obtain any necessary authorization from the Division or AHCCCSA for services provided to members and shall comply with encounter reporting and claims submission requirements of the Division and AHCCCS.
- 6.4.1.11 Corrections to claims submitted to the Division in which an underpayment was made due to either billing errors or an error on the part of the Division when paying must be made within a 12 month period of time following delivery of service. Underpayment billing corrections will not be considered beyond 12 months from service delivery.
- 6.4.2 Applicable Taxes.
- 6.4.2.1 *Payment of Taxes by the State*  
The State shall pay only the rate and/or amount of taxes identified in the agreement.
- 6.4.2.2 *State and Local Transaction Privilege Taxes*  
The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 6.4.2.3 *Tax Indemnification*  
The Qualified Vendor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Qualified Vendor. The Qualified Vendor shall, and require all subcontractors to, hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 6.4.2.4 *Arizona Substitute W-9 Form*  
In order to receive payment under the agreement, the Qualified Vendor shall have a current Arizona Substitute W-9 Form on file with the State of Arizona and shall submit a W-9 upon request by the Division. A W-9 will need to be submitted if there are any changes to the Qualified Vendor's address, name, telephone number or other information. A copy of this W-9 form can be found at the Arizona Department of Administration's General Accounting Office website, <http://www.gao.state.az.us/ach/>.

6.4.3 Availability of Funds.

Funds may not presently be available for performance under this agreement beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The State shall make reasonable efforts to secure such funds. The Division may reduce payments or terminate this agreement in whole or in part without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds.

6.4.4 Certification of Cost or Pricing Data.

By signing the Qualified Vendor Application, agreement, agreement amendment or other official form, the Qualified Vendor is certifying that, to the best of the Qualified Vendor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Qualified Vendor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when agreement rates are set by law or regulation.

6.4.5 Fees and Program Income.

6.4.5.1 The Qualified Vendor shall impose no fees or charges of any kind upon consumers for services authorized under this agreement.

6.4.5.2 The Qualified Vendor shall not submit a claim, demand, or otherwise collect payment from a member for ALTCS services in excess of the amount paid to the Qualified Vendor by the AHCCCSA or the Division. The Qualified Vendor shall not bill or attempt to collect payment directly or through a collection agency from a person claiming to be ALTCS eligible without first receiving verification from the AHCCCSA that the person was ineligible for ALTCS on the date of service or that services provided were not ALTCS covered services (A.A.C. R9-22-702).

6.4.5.3 The Division shall collect Client Share of Cost as described in A.A.C. R9-28-404. The Qualified Vendor may not collect this amount from members.

6.4.5.4 Members may be assessed a cost sharing requirement in the form of a co-payment for certain medical services (A.A.C. R9-22-711). Residential Qualified Vendors may need to facilitate payment of this charge from client trust fund accounts.

6.4.6 Levels of Service.

6.4.6.1 The Division makes no guarantee to purchase specific quantities of goods or services, or to refer members as may be identified or specified herein. Further, it is understood and agreed that this agreement is for the sole convenience of the Division and that the Division reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Division.

- 6.4.6.2 Any administration within the Department may obtain services under this agreement.
- 6.4.6.3 The Division makes no guarantee to purchase all of the service capacity or to provide any number of referrals.
- 6.4.6.4 Any change in client residential placement requires approval by the Division District Administration. Division District Administration reserves the authority to make any and all determinations regarding client need. Except in an emergency need situation, changes in residential placement require 60 day written prior notification by either the Qualified Vendor or the Division of Developmental Disabilities.
- 6.4.7 Payment Recoupment.

The Qualified Vendor must reimburse the Division upon demand or the Division may deduct from future payments the following:

  - 6.4.7.1 Any amounts received by the Qualified Vendor from the Division for agreement services which have been inaccurately reported or are found to be unsubstantiated;
  - 6.4.7.2 Any amounts paid by the Qualified Vendor to a subcontractor if the Qualified Vendor entered into the agreement without advance notice to the Division;
  - 6.4.7.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the “Substantial Interest Disclosure” section of these terms and conditions;
  - 6.4.7.4 Any amounts paid by the Division for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
  - 6.4.7.5 Any amounts paid or reimbursed in excess of the agreement or service reimbursement ceiling;
  - 6.4.7.6 Any amounts paid to the Qualified Vendor, which are subsequently determined to be defective pursuant to the “Certification of Cost or Pricing Data” section of these terms and conditions;
  - 6.4.7.7 Any payments made for services rendered before the agreement begin date or after the agreement termination date (whether in whole or in part); and
  - 6.4.7.8 Any amounts received by the Qualified Vendor from the Division that are identified as a financial audit exception.
- 6.4.8 Reporting Requirements.
  - 6.4.8.1 Unless otherwise provided in this agreement, reporting shall adhere to the following schedule: no later than the 15th day following the end of each month during the agreement term the Qualified Vendor shall submit required programmatic and financial reports to the Division in the form set forth in the agreement or as required by the Division. Failure to submit accurate and complete reports by the 15th day following the end of a month may result, at the option of the Division, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Division, in a forfeiture of such payment.

- 6.4.8.2 No later than the 45th day following the termination of this agreement in whole or in part, the Qualified Vendor shall submit to the Division a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Division, in forfeiture of final payment.
- 6.4.8.3 All reports shall reference the agreement number and be submitted to the person designated by the Division.
- 6.4.8.4 Earned income reports for employment-related services shall be submitted to the Division by the Qualified Vendor no later than the 15th day of each month. This also applies to Qualified Vendors who contract with another division to provide employment-related services to the Division's clients.
- 6.4.8.5 The Qualified Vendor shall comply with any other reporting requirements as specified in the agreement or as required by the Division.
- 6.4.9 Substantial Interest Disclosure.
- 6.4.9.1 The Qualified Vendor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in the Qualified Vendor's organization or with which the Qualified Vendor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Qualified Vendor has made a full written disclosure of the proposed payments, including amounts, to the Division.
- 6.4.9.2 Leases or rental contracts or purchase of real property which would be covered by 6.4.9.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 6.4.9.3 For the purpose of this section, "relative" shall have the same meaning as in A.R.S. §38-502.
- 6.4.10 Coordination of Benefits; Third Party Liability Determination.
- 6.4.10.1 When applicable, the Qualified Vendor shall establish and maintain a third party pay or identification process. The Qualified Vendor shall report to the Division any updates to the client-specific third party liability information. When applicable, the Qualified Vendor shall seek payment from the third party up to the amount of liability before submitting a claim to the Division. When submitting a claim to the Division, the Qualified Vendor shall also provide written documentation acceptable to the Division as to the amount of the third party payment received or as to the rejection or nonpayment of the claim by the third party. Acceptable written documentation shall normally be construed to mean, at a minimum, an "explanation of benefits" form when the third party is an insurance company whose potential liability on the claim arises out of a contract of insurance. To the extent the Division pays all or a portion of a claim of the Qualified Vendor, the Qualified Vendor hereby assigns to the Division all rights it would otherwise have had from the third party or from any other source.
- 6.4.10.2 AHCCCS rules apply to the coordination of benefits under this agreement.

## **6.5 Accountability**

### **6.5.1 Professional Standards.**

The Qualified Vendor shall deliver services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the agreement.

### **6.5.2 Personnel.**

The Qualified Vendor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this agreement.

### **6.5.3 Fingerprinting.**

6.5.3.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this agreement. For reference, these provisions include, but are not limited to, the following:

6.5.3.1.1 Personnel who are employed by the Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall have a valid class one or class two fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven business days of employment.

6.5.3.1.2 The Qualified Vendor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Division may allow all or part of the costs of fingerprint checks to be included as an allowable cost in the agreement.

6.5.3.1.3 Except as provided in A.R.S. § 46-141, this agreement may be cancelled or terminated immediately if a person employed by the Qualified Vendor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

6.5.3.1.4 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

6.5.3.1.5 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

6.5.3.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the agreement term have been convicted of, have admitted

committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).

6.5.3.2 The Qualified Vendor shall comply with the Division of Developmental Disabilities Criminal Acts/Fingerprinting Standards.

6.5.4 Evaluation.

The Division may evaluate, and the Qualified Vendor shall cooperate in the evaluation of, agreement services. Evaluation may assess the quality and impact of services, either in isolation or in comparison with other similar services, and assess the Qualified Vendor's progress and/or success in achieving the goals, objectives and deliverables set forth in this agreement.

6.5.5 Visitation, Inspection and Copying.

The Qualified Vendor's or any subcontractor's facilities, services, individuals served, books and records pertaining to the agreement shall be available for visitation, inspection and copying by the Division and any other appropriate agent of the State or Federal Government. At the discretion of the Division, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Division deems it to be an emergency situation, it may at any time visit and inspect the Qualified Vendor's or any subcontractor's facilities, services, and individuals served, as well as inspect and copy their agreement-related books and records.

6.5.6 Supporting Documents and Information.

In addition to any documents, reports or information required by any other section of this agreement, the Qualified Vendor shall furnish the Division with any further documents and information deemed necessary by the Division.

6.5.7 Monitoring.

6.5.7.1 The Division may monitor the Qualified Vendor or any subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

6.5.7.2 The Division will monitor the Qualified Vendor's compliance with the agreement as deemed necessary by the Division. Monitoring may also be conducted, at reasonable times, by parents and consumer representatives, by members of the Developmental Disabilities Advisory Council, and by other recognized, on-going advocacy groups for persons with developmental disabilities. The Qualified Vendor shall adhere to all related policies and procedures the Division deems appropriate to adequately evaluate the quality and impact of services and to establish on-going monitoring of service performance. The Division reserves the right to monitor the actual provision of services for compliance with the DDD Programmatic Standards and to conduct investigations in accordance with the DDD Investigation Standards and to verify staffing levels as authorized by the Division District Administration.

- 6.5.7.3 If the Division requires the Qualified Vendor to implement a corrective action plan, the Qualified Vendor shall notify all current and prospective consumers that they are operating under a corrective action plan.
- 6.5.8 Utilization Control/Quality Assurance.
- 6.5.8.1 The Qualified Vendor shall, at all times during the term of this agreement, maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal rules as specified in the current 42 CFR Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:
  - 6.5.8.1.1 Completing statistical or program reports as requested by the Division;
  - 6.5.8.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;
  - 6.5.8.1.3 Making records available upon request;
  - 6.5.8.1.4 Allowing persons authorized by the Division access to program areas at any hours of the day or night as deemed appropriate by the Division; and
  - 6.5.8.1.5 Providing program information, upon request, to the Division.
- 6.5.8.2 The Qualified Vendor shall cooperate with the Division and AHCCCS quality assurance programs and reviews.
- 6.5.9 Sanctions Against Qualified Vendor.
- 6.5.9.1 Sanctions imposed against the Division by AHCCCSA for noncompliance with requirements for encounter data reporting, referenced in "Records" of these Terms and Conditions, that would not have been imposed but for the Qualified Vendor's action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.
- 6.5.9.2 Any other sanctions imposed against the Division by AHCCCSA in accordance with applicable AHCCCS rules, policies, and procedures that would not have been imposed but for the Qualified Vendors action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.
- 6.5.9.3 Sanctions imposed against the Division by AHCCCSA for failure of a Qualified Vendor or any subcontractor to submit requested disclosure statements will be assessed dollar for dollar against the Qualified Vendor.
- 6.5.10 Fair Hearings and Consumers' Grievances.
- 6.5.10.1 The Qualified Vendor shall advise all consumers who receive services of their right, at any time and for any reason, to present to the Qualified Vendor and to the Division any grievances arising from the delivery of services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Division may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 6.5.10.2 The Qualified Vendor shall maintain a system, subject to review upon request by the Division, for reviewing and adjudicating grievances by members or subcontractors concerning the actual provision of services and payment for same by or on behalf of the



Qualified Vendor. This system shall follow the grievance procedure agreed to by AHCCCSA and the Division in the current AHCCCS/Division intergovernmental agreement and the Division rules and policies.

6.5.11 Merger or Acquisition.

A proposed merger, reorganization, affiliation, or change in ownership of the Qualified Vendor shall require prior approval of the Division.

**6.6 Agreement Changes**

6.6.1 Amendments.

This agreement is issued under the authority of the Procurement Officer who signed this agreement. The agreement may be modified only through an agreement amendment within the scope of the agreement unless otherwise permitted by the Terms and Conditions. Changes to the agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Qualified Vendor are violations of the agreement and of applicable law. Such changes, including unauthorized written agreement amendments shall be void and without effect, and the Qualified Vendor shall not be entitled to any claim under this agreement based on those changes. If an amendment requires the signature of the Qualified Vendor, and the Qualified Vendor fails to sign and return the amendment in the form and within the timeframe specified by the Division, the Division may terminate the agreement in whole or in part.

6.6.2 Updating Information in Qualified Vendor Application and Directory System.

6.6.2.1 The Qualified Vendor shall update in the Qualified Vendor Application and Directory System the general information section of the vendor contract information component, the assurances and submittal form and associated submittals, and the program description section of the detail information component as necessary to ensure that the information is current and accurate. Any change to these items in the Qualified Vendor Application and Directory System must be approved by the Division and shall require an agreement amendment or other agreement action.

6.6.2.2 The Qualified Vendor shall update all other information in the Qualified Vendor Application and Directory System as necessary to ensure that the information is current and accurate.

6.6.2.3 If the Division finds that the information provided in the original application or as an update to the application is materially inaccurate, and the Qualified Vendor fails to correct such information within the time specified in a notice from the Division, such failure may be cause for termination of the agreement in whole or in part. The Division may remove the information from the directory until a correction is provided or the agreement is terminated.

6.6.2.4 The addition of a service to a Qualified Vendor Agreement shall require an agreement amendment.

6.6.3 Subcontracts.

The Qualified Vendor shall not enter into any subcontract for direct services under this agreement without advance notice to the Division. The subcontract shall incorporate by reference this agreement. The Qualified Vendor shall provide copies of subcontracts relating to the provision of agreement services to the Division upon request. The Qualified Vendor shall be legally responsible for agreement performance whether or not subcontractors are used. No subcontract shall operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by any subcontractor conform to the provisions of this agreement.

6.6.4 Assignment and Delegation.

The Qualified Vendor shall not assign any right nor delegate any duty under this agreement without advance notice to the Division.

**6.7 Risk and Liability**

6.7.1 General Indemnification.

To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the State of Arizona shall be indemnified and held harmless by the Qualified Vendor for its vicarious liability as a result of entering into this agreement. Each party to this agreement is responsible for its own negligence.

6.7.2 Indemnification - Patent and Copyright.

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Qualified Vendor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of agreement performance or use by the State of materials furnished or work performed under this agreement. The State shall reasonably notify the Qualified Vendor of any claim for which it may be liable under this section.

6.7.3 Force Majeure.

6.7.3.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance of this agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.7.3.2 Force majeure shall not include the following occurrences:

6.7.3.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

- 6.7.3.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.7.3.2.3 Inability of either the Qualified Vendor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.7.3.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following business day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by agreement amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this agreement.
- 6.7.3.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.7.4 Third Party Antitrust Violations.  
The Qualified Vendor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Qualified Vendor, toward fulfillment of this agreement.
- 6.7.5 Predecessor and Successor Agreements.  
The execution or termination of this agreement in whole or in part shall not be considered a waiver by the Division of any rights it may have for damages suffered through a breach of this agreement or a prior contract with the Qualified Vendor.
- 6.7.6 Indemnification and Insurance.
- 6.7.6.1 *Indemnification*
- 6.7.6.1.1 Qualified Vendor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Qualified Vendor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Qualified Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

Indemnitee, be indemnified by Qualified Vendor from and against any and all claims. It is agreed that Qualified Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this agreement, the Qualified Vendor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Qualified Vendor for the State of Arizona.

6.7.6.1.2 This indemnity shall not apply if the Qualified Vendor or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.7.6.2 *Insurance Requirements*

6.7.6.2.1 Qualified Vendor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Qualified Vendor, his agents, representatives, employees or subcontractors.

6.7.6.2.2 The insurance requirements herein are minimum requirements for this agreement and in no way limit the indemnity covenants contained in this agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Qualified Vendor from liabilities that might arise out of the performance of the work under this agreement by the Qualified Vendor, its agents, representatives, employees or subcontractors, and Qualified Vendor is free to purchase additional insurance.

6.7.6.2.3 Minimum Scope and Limits of Insurance: Qualified Vendor shall provide coverage with limits of liability not less than those stated below:

6.7.6.2.3.1 Commercial Scope and Limits of Insurance- Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- |  |             |
|--|-------------|
| • General Aggregate                                | \$2,000,000 |
| • Products – Completed Operations Aggregate        | \$1,000,000 |
| • Personal and Advertising Injury                  | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability                             | \$ 50,000   |
| • Each Occurrence                                  | \$1,000,000 |

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language:  
*“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor”.*

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

#### 6.7.6.2.3.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this agreement.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor, involving automobiles owned, leased, hired or borrowed by the Qualified Vendor”*.

#### 6.7.6.2.3.3 Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
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Employers’ Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.
- b. This requirement shall not apply to: Separately, EACH Qualified Vendor or subcontractor exempt under A.R.S. 23-901, AND when such Qualified Vendor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

#### 6.7.6.2.3.4 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this agreement is written on a claims-made basis, Qualified Vendor warrants that any retroactive date under the policy shall precede the effective date of this agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this agreement is completed.

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.
  - c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this agreement.
- 6.7.6.2.4 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:
  - 6.7.6.2.4.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this agreement.
  - 6.7.6.2.4.2 The Qualified Vendor's insurance coverage shall be primary insurance with respect to all other available sources.
  - 6.7.6.2.4.3 Coverage provided by the Qualified Vendor shall not be limited to the liability assumed under the indemnification provisions of this agreement.
  - 6.7.6.2.5 Notice of Cancellation: Each insurance policy required by the insurance provisions of this agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Division's Contracts Management Section and shall be sent by certified mail, return receipt requested.
  - 6.7.6.2.6 Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Qualified Vendor from potential insurer insolvency.
  - 6.7.6.2.7 Verification of Coverage:
    - 6.7.6.2.7.1 Qualified Vendor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
    - 6.7.6.2.7.2 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this agreement must be in effect at or prior to commencement of work under this agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this agreement, or to provide evidence of renewal, is a material breach of agreement.
    - 6.7.6.2.7.3 All certificates required by this agreement shall be sent directly to the Division's Contracts Management Section. The State of Arizona project/agreement number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this agreement

at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- 6.7.6.2.8 Subcontractors: Qualified Vendors' certificate(s) shall include all subcontractors as insureds under its policies **or** Qualified Vendor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 6.7.6.2.9 Approval: Any modification or variation from the *insurance requirements* in this agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal agreement amendment, but may be made by administrative action.
- 6.7.6.2.10 Exceptions: In the event the Qualified Vendor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Qualified Vendor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## **6.8 Warranties**

### **6.8.1 Year 2000.**

- 6.8.1.1 Notwithstanding any other warranty or disclaimer of warranty in this agreement, the Qualified Vendor warrants that all products delivered and all services rendered under this agreement shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this agreement. In addition, the defense of force majeure shall not apply to the Qualified Vendor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 6.8.1.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this agreement, the Qualified Vendor warrants that each hardware, software, and firmware product delivered under this agreement shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the 20<sup>th</sup> and 21<sup>st</sup> centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this agreement properly exchanges date-time data with it. If this agreement requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this agreement. In addition, the defense of force majeure shall not apply to the failure of the Qualified Vendor to perform any specification requirements as a result of any date-related data Year 2000 issues.

6.8.2 Compliance With Applicable Laws.

- 6.8.2.1 The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Qualified Vendor shall maintain all applicable license and permit requirements.
- 6.8.2.2 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; agreements; limitation), as applicable, all consumers who receive agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 6.8.2.3 Nothing in this agreement shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued, or as consent by an Indian tribe to jurisdiction of any State Court.
- 6.8.2.4 The Qualified Vendor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.
- 6.8.2.5 The Qualified Vendor shall comply with Public Law 101-121, Section 319 (21 U.S.C. Section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Qualified Vendor, its employees or agents, shall not utilize any Federal funds under the terms of this agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.
- 6.8.2.6 Pursuant to A.R.S. Section 36-557.F.3, agreements for the purchase of residential care services shall provide for mandatory investigation by the Division in response to complaints within ten business days after receipt of a complaint; in those instances, which pose a danger to the health and safety of a Division member, the Division shall conduct the investigation immediately.
- 6.8.2.7 The Qualified Vendor and any subcontractor shall comply with all applicable Federal laws, rules, regulations and policies, including Title XIX of the Social Security Act, the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35), Title 42 of the Code of Federal Regulations, and Title 45 Code of Federal Regulations, Parts 74 and 96. If the Qualified Vendor receives Title XX funds, the Qualified Vendor shall comply with The Arizona Title XX Social Services Plan and Section 2352, Title XX Block Grants, of the Omnibus Budget Reconciliation Act of 1981.
- 6.8.2.8 The Qualified Vendor and any subcontractor shall comply with all applicable licensure, certification, and registration standards established by the Department, the Division, and AHCCCS. The Qualified Vendor and any subcontractor shall comply with all applicable Arizona law and applicable Department, Division, or AHCCCS administrative rules, policies, procedures, service standards, and guidelines, including, but not limited to:
- 6.8.2.8.1 Hiring of ex-offenders;



- 6.8.2.8.2 Fingerprinting of Qualified Vendor's and any subcontractor's staff;
- 6.8.2.8.3 Completing of Fire Risk Profile requirements;
- 6.8.2.8.4 Reporting of unusual incidents involving children and/or adults;
- 6.8.2.8.5 Implementing program audit implementation plans;
- 6.8.2.8.6 Participating as a member of the Individual Service Plan (ISP) team;
- 6.8.2.8.7 Complying with all policies, procedures and instructions regarding ISPs;
- 6.8.2.8.8 Submitting to the Division's case managers copies of the ISP strategies and other required documentation;
- 6.8.2.8.9 Providing copies of member/client records, including evaluations and progress reports; and
- 6.8.2.8.10 Ensuring that all movement of Division members, except in emergency need situations, is coordinated through the ISP team. If a member is receiving Title XIX funded services, no member movement shall take place unless it is part of the member's ISP.
- 6.8.2.9 The Qualified Vendor and any subcontractor shall comply with the Occupational Safety and Health Administration (OSHA) regulations regarding bloodborne pathogens, 29 CFR 1910.1030.
- 6.8.2.10 The terms of this agreement shall be subject to the terms of the intergovernmental agreement between the Division and AHCCCS for the provision of services under ALTCS.
- 6.8.2.11 The Qualified Vendor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Qualified Vendor shall notify the Division no later than 120 days prior to any required compliance date if the Qualified Vendor is unwilling to or anticipates that it will be unable to comply with any of the requirements of this section. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this agreement. The Qualified Vendor shall comply with the Business Associates Agreement, Section 9.C., which is incorporated herein.
- 6.8.2.12 Any changes to Federal laws, regulations, or policies, to Arizona law, to Department, Division, or AHCCCS administrative rules, policies, procedures, service standards, or guidelines, or to the intergovernmental agreement between the Division and AHCCCS during the term of this agreement shall apply to the agreement. If the Qualified Vendor or the Division reasonably believes that the change would cause a significant increase or decrease in the cost of providing services under the agreement, then such party may request that the rate be adjusted; however, such request must be submitted to the other party in writing within 30 days of the change. The parties must seek to adjust the rate in good faith. Failure to notify the other party within 30 days waives the right of the party to seek an adjustment. Implementation of any and all rate adjustments is contingent upon availability and authorization to expend the necessary State/Federal funds.
- 6.8.3 Advance Directives.  
As appropriate, the Qualified Vendor shall comply with Federal and State law on advance directives for adult individuals. Requirements include:

- 6.8.3.1 Maintaining written policies for adult individuals receiving care through the Qualified Vendor regarding the individual's right to make decisions about medical care, including the right to accept or refuse medical care and the right to execute an advance directive. If the Qualified Vendor has a conscientious objection to carrying out an advance directive, it must be explained in policies. (A Qualified Vendor is not prohibited from making objection when made pursuant to A.R.S. 36-3205.C.1.)
- 6.8.3.2 Provide written information to adult individuals regarding an individual's right under State law to make decisions regarding medical care and the Qualified Vendor's written policies concerning advance directives (including any conscientious objections).
- 6.8.3.3 Document in the individual's medical record as to whether the adult individual has been provided the information and whether an advance directive has been executed.
- 6.8.3.4 Shall not discriminate against an individual because of his or her decision to execute or not execute an advance directive, and not making it a condition for the provision of care.
- 6.8.3.5 Provide education for staff on issues concerning advance directives including notification of direct care providers of services of any advanced directives executed by members to whom they are assigned to provide care.
- 6.8.4 Group Homes for Juveniles.  
If the Qualified Vendor provides contracted services in a group home as defined in A.R.S. 36-1301, the following shall apply:
  - 6.8.4.1 The Qualified Vendor shall agree to the following:
    - 6.8.4.1.1 The group home shall provide a safe, clean and humane environment for the residents.
    - 6.8.4.1.2 The group home is responsible for the supervision of the residents while in the group home environment or while residents are engaged in any off-site activities organized or sponsored by and under the direct supervision and control of the group home or affiliated with the group home.
  - 6.8.4.2 All group homes shall be licensed by either the Department of Health Services or the Department of Economic Security.
  - 6.8.4.3 The award of an agreement is not a guarantee that children will be placed at the group home.
  - 6.8.4.4 In addition to any other remedies available to the Division, the following agreement remedies shall apply:
    - 6.8.4.4.1 The Division may remove residents from the group home or may suspend new placements to the group home until the contracting violation is corrected.
    - 6.8.4.4.2 The Division may cancel the agreement.
  - 6.8.4.5 Within ten business days after the Division receives a complaint relating to a group home the Division shall notify the Qualified Vendor and either initiate an investigation or refer the investigation to the licensing authority.  
If any complaint concerns an immediate threat to the health and safety of a child, the Division will immediately refer the complaint to the licensing authority.
  - 6.8.4.6 If the Division determines that a violation has occurred, it shall:
    - 6.8.4.6.1 Notify all other contracting authorities of the violation.

- 6.8.4.6.2 Coordinate a corrective action plan consistent with the severity of the violation.
- 6.8.4.6.3 Require the corrective action plan to be implemented within 90 days.
- 6.8.4.7 If a licensing deficiency is not corrected in a timely manner to the satisfaction of the licensing authority, the Division may cancel the agreement immediately on notice to the Qualified Vendor and may remove the residents.
- 6.8.5 Service Process for Wards of the State.  
In the event that an individual calls or appears at a physical location of the Qualified Vendor seeking to service process (summons and complaint, petition or subpoena, etc.) upon a minor who is in the physical custody of the Qualified Vendor but is a ward of the State of Arizona, Department of Economic Security, Qualified Vendor agrees not to accept service of that/those document(s) and to refer the individual to the child's Support Coordinator. If, by error, Qualified Vendor or its agent accepts any service of process, a copy shall immediately be forwarded to the child's Support Coordinator and shall also contain a transmittal memorandum that indicates the date the legal document was received, the person receiving it and the place of service, as well as the child to whom it refers.
- 6.8.6 Gratuities.  
The Qualified Vendor or its representative shall not offer or make employment or a gratuity to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the agreement, an amendment to the agreement, or favorable treatment concerning the agreement, including the making of any determination or decision about agreement performance.
- 6.8.7 Suspension or Debarment.
- 6.8.7.1 The Qualified Vendor shall not be debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.
- 6.8.7.2 The Qualified Vendor shall not employ, consult, subcontract or otherwise reimburse for services any person or entity that is debarred, suspended or otherwise excluded from public procurement activity. This prohibition extends to any person or entity that employs, consults, subcontracts with or otherwise reimburses for services any person or entity substantially involved in the management of another entity that is debarred, suspended or otherwise excluded from public procurement activity.
- 6.8.7.2 The Qualified Vendor shall not retain as a director, officer, partner or owner of five percent or more of the Qualified Vendor, any person, or affiliate of such a person, who is debarred, suspended or otherwise excluded from public procurement activity.
- 6.8.8 Survival of Rights and Obligations after Agreement Expiration or Termination.  
All representations and warranties made by the Qualified Vendor under this agreement shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

## **6.9 State's Contractual Remedies**

### **6.9.1 Right to Assurance.**

If the State in good faith has reason to believe that the Qualified Vendor does not intend to, or is unable to perform or continue performing under this agreement, the Division may demand in writing that the Qualified Vendor give a written assurance of intent to perform. Failure by the Qualified Vendor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the agreement in whole or in part.

### **6.9.2 Stop Work Order.**

6.9.2.1 The State may, at any time, by written order to the Qualified Vendor, require the Qualified Vendor to stop all or any part of the work called for by this agreement for a period of 90 days after the order is delivered to the Qualified Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Qualified Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

6.9.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Qualified Vendor shall resume work. The Division shall make an equitable adjustment in the authorization schedule or agreement price, or both, and the agreement shall be amended in writing accordingly.

### **6.9.3 Non-exclusive Remedies.**

The rights and the remedies of the State under this agreement are not exclusive.

### **6.9.4 Nonconforming Tender.**

Reports or other documents supplied under this agreement shall fully comply with the agreement. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply constitutes a breach of agreement. On delivery of nonconforming reports or other documents, the State may terminate the agreement for default as defined in Section 6.10.6 Termination for Default, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

### **6.9.5 Right of Offset.**

The State shall be entitled to offset against any sums due the Qualified Vendor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Qualified Vendor's non-conforming performance or failure to perform the agreement, including expenses, costs and damages.

### **6.9.6 Provisions for Default.**

In addition to any other remedies available to the Division, if the Qualified Vendor fails to comply with a term of the agreement, the Division may take one or more of the following actions:

6.9.6.1 Withhold payment in whole or in part;

- 6.9.6.2 Suspend enrollment; or
- 6.9.6.3 Suspend the agreement in whole or in part, remove the Qualified Vendor from the Qualified Vendor List, and enroll individuals with another Qualified Vendor.

## **6.10 Agreement Termination**

### **6.10.1 Cancellation for Conflict of Interest.**

Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the Qualified Vendor receives written notice of the cancellation unless the notice specifies a later time. If the Qualified Vendor is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511.

### **6.10.2 Gratuities.**

The State may, by written notice, terminate this agreement, in whole or in part, if the State determines that employment or a gratuity was offered or made by the Qualified Vendor or a representative of the Qualified Vendor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the agreement, an amendment to the agreement, or favorable treatment concerning the agreement, including the making of any determination or decision about agreement performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Qualified Vendor.

### **6.10.3 Suspension or Debarment.**

The State may, by written notice to the Qualified Vendor, immediately terminate this agreement in whole or in part if the State determines that the Qualified Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. This prohibition extends to any entity, which employs, consults, subcontracts with or otherwise reimburses for services any person substantially involved in the management of another entity, which is debarred, suspended, or otherwise excluded from Federal procurement activity.

### **6.10.4 Termination for Convenience.**

The State reserves the right to terminate the agreement, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Qualified Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this section, all documents, data and reports prepared by the Qualified Vendor under the agreement shall become the property of and be

delivered to the State. The Qualified Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10.5 Termination upon Request of the Qualified Vendor.

The State shall terminate the agreement in whole or in part upon request of the Qualified Vendor. The Qualified Vendor shall provide at least 60 days written notice to the Division setting forth the reasons for requesting termination. The Division shall provide written notice of acceptance of such termination and the termination date. Upon termination, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the agreement shall become the property of and be delivered to the State on demand. The State may, upon termination, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.

6.10.6 Termination for Default.

6.10.6.1 The State reserves the right to terminate the agreement in whole or in part when a Qualified Vendor no longer meets the criteria defined in the Request for Qualified Vendor Applications; for non-compliance with the agreement requirements; or for failure to maintain a valid license, AHCCCS registration or Division certification, as appropriate. The Division shall provide written notice of the termination and the reasons for it to the Qualified Vendor.

6.10.6.2 Upon termination under this section, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the agreement shall become the property of and be delivered to the State on demand.

6.10.6.3 The State may, upon termination of this agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.

6.10.6.4 This agreement may immediately be terminated if the Division determines that the health or welfare or safety of consumers is endangered.

6.10.7 Continuation of Performance Through Termination.

The Qualified Vendor shall continue to perform, in accordance with the requirements of the agreement, up to or beyond the date of termination, in whole or in part, as directed in the termination notice.

6.10.8 Termination for Any Reason.

6.10.8.1 In the event of termination or suspension of the agreement by the Division, such termination or suspension shall not affect the obligation of the Qualified Vendor to indemnify the Division, the Department and the State for any claim by any other party against the Division, the Department and/or the State arising from the Qualified Vendor's performance of this

agreement and for which the Qualified Vendor would otherwise be liable under this agreement. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this section shall not apply.

- 6.10.8.2 In the event of early termination, any funds advanced to the Qualified Vendor shall be returned to the Division within ten days after the date of termination or upon receipt of notice of termination of the agreement, whichever is earlier.
- 6.10.8.3 In the event the agreement is terminated, in whole or in part, with or without cause, or expires, the Qualified Vendor shall assist the Division in the transition of members to other Qualified Vendors in accordance with applicable rules and policies. Such assistance shall include but shall not be limited to:
  - 6.10.8.3.1 Forwarding program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records shall be borne by the Qualified Vendors.
  - 6.10.8.3.2 Notifying of subcontractors and members.
  - 6.10.8.3.3 Facilitating and scheduling medically necessary appointments for care and services.
  - 6.10.8.3.4 Providing all reports set forth in this agreement.
  - 6.10.8.3.5 Making provisions for continuing all management/administrative services until the transition of members is completed and all other requirements of this agreement are satisfied.
  - 6.10.8.3.6 If required by the Division, extending performance until suitable arrangements have been made by the Division for a replacement Qualified Vendor.
  - 6.10.8.3.7 If required by the Division, at the Qualified Vendor's own expense, assisting in the training of personnel.
  - 6.10.8.3.8 Paying all outstanding obligations for care rendered to members.
  - 6.10.8.3.9 Providing the following financial reports to the Division until the Division is satisfied that the Qualified Vendor has paid all such obligations: (a) a monthly claims aging report by provider/creditor including Incurred But Not Reported (IBNR) amounts; (b) a monthly summary of cash disbursements; and (c) copies of all bank statements received by the Qualified Vendor in the preceding month for Qualified Vendor's bank accounts. All reports in this section shall be due on the fifth day of each succeeding month for the prior month.
- 6.10.9 In the event the agreement is terminated in part, the Qualified Vendor shall continue the performance of the agreement to the extent not terminated.

## **6.11 Agreement Claims**

All agreement claims or controversies under this agreement shall be resolved according to A.A.C. R6-6-2116.

## **SECTION 7**

### **SERVICE SPECIFICATIONS**

In addition to the general requirements included in Section 5 and the terms and conditions in Section 6, the Qualified Vendor shall meet the requirements in the following service specifications.



## **SUPPORT COORDINATION (CASE MANAGEMENT)**

### **Service Description**

This service is a process that establishes a relationship with a consumer or family/representative in order to enhance the consumer's functioning and/or integration into the community. Appropriate services and /or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and /or terminated. This may include: assessment to determine their needs, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contacts or missed appointments.

This service is provided only to consumers who are eligible for Arizona's Title XIX program.

This service includes two types of support coordination (case management): support coordination (case management) and Targeted Support Coordination (targeted case management). Support coordination (case management) is provided to consumers who are eligible for the Arizona Long Term Care System (ALTCS). Targeted Support Coordination (targeted case management) is provided to consumers who are eligible for Title XIX but do not meet the functional requirements of ALTCS. (Refer to Chapter 400 of the Division's Policy and Procedures Manual and Administrative Directive No. 44).

### **Service Setting**

1. This service may be provided in any setting agreed to by the consumer, including but not limited to:
  - 1.1 The consumer's home;
  - 1.2 The consumer's community;
  - 1.3 The Qualified Vendor's office;
  - 1.4 A group home or developmental home (child or adult) licensed by the Department of Economic Security; or
  - 1.5 A Medicare/Medicaid certified nursing facility
2. This service shall not be provided in a certified ICF/MR.

### **Service Goals and Objectives**

#### Service Goals

To coordinate the assistance needed by consumers and their families/representatives in order to ensure the consumers attain their maximum potential for independence, productivity and integration into the community.

## Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Assessment - Assess, in conjunction with the Individual Support Plan (ISP) team, by gathering, reviewing and evaluating information in order to assist the consumer/family/representative to determine the consumer's goals, outcomes and services needed. Assessment is a continuing, evolving process rather than a discrete one-time activity. (Reference Division Policy and Procedures Manual Chapters 400 and 700. For Targeted Support Coordination (targeted case management), reference Administrative Directive No. 44.) Identify and exchange consumer/family/representative perspectives on the consumer's/family's/representative's strengths, resources, concerns, and needs.
  - 1.1 Identify and exchange professional perspectives.
  - 1.2 Conduct a risk assessment as appropriate and in accordance with Division requirements.
  - 1.3 Share assessment findings and interpret their meaning with the team.
  - 1.4 Provide the consumer and his/her family/representative with an opportunity to participate in assessment decisions.
  - 1.5 Utilize interview, observation, and record review techniques to gain accurate and complete knowledge and understanding of the consumer/family/representative.
  - 1.6 Assist the consumer and family/representative to identify the family and neighborhood supports such as friends, community groups and churches that can serve as resources and community resources, such as schools and other public and private agencies.
  - 1.7 Function as the direct liaison among the consumer, family/representative, community and the Division.
2. ISP Development - Facilitate an interdisciplinary team including the consumer/family/representative and develop the ISP at least annually. (Reference Division Policy and Procedures Manual Chapters 400 and 800 and Administrative Directive No. 44.) Facilitation responsibilities may be deferred to a designated Person Centered Plan Facilitator if the consumer chooses this approach to the development of an ISP.
  - 2.1 Identify the consumer's/family's/representative's resources, priorities and concerns.
  - 2.2 Assist the consumer/family/representative in identifying outcomes and activities to support the outcomes.
  - 2.3 Review professional evaluations and assessments in support of identified outcomes.
  - 2.4 Identify supports and services available to and needed for the consumer/family/representative including natural support systems, community resources and Division resources.
  - 2.5 Produce the written ISP.
  - 2.6 Forward the proposed ISP to the Division liaison for review and prior authorization. The Division liaison will ensure that authorizations are

- approved in accordance with the Division Service Authorization Matrix and other relevant operating procedures and provide a response to the Qualified Vendor support coordinator (case manager)
- 2.7 Upon receipt of the Division's decision regarding service authorization review with the consumer/family/representative the supports/services to be provided and of their rights to disagree, appeal or choose not to accept supports/services.
  - 2.8 Unless waived by the DDD Program Administrator/Manager or designee, ensure that once a consumer is assigned to a service operated or financially supported by the Division, an annual ISP is developed within 30 days.
3. ISP Coordination - Assist consumers/families/representatives in accessing supports or services by ensuring that supports, services, activities and objectives identified in the ISP are arranged for and implemented. (Reference Division Policy and Procedure Chapters 400 and 900 and Administrative Directive No. 44.)
- 3.1 In conjunction with consumer/family/representative explore and arrange for supports or other assistance that may be provided through existing natural support systems and/or community resources including health plans, public schools and behavioral health entities.
  - 3.2 Review the proposed ISP with and obtain prior authorization from the appropriate Division staff, as required by Division policies and procedures and District specific guidelines, and practices.
  - 3.3 Maintain an updated ISP of all direct, purchased and indirect service data, number of units of service needed/authorized and frequency of service delivery, and complete necessary referrals.
  - 3.4 Ensure that the provision of entitlement services through the Arizona Long Term Care System (ALTCS) and Arizona Early Intervention Program (AzeIP) is pursued for the consumer/family/representative or that alternative services as defined by ALTCS are offered, within timelines set after the completion of the ISP and ongoing, as needs change and consistent with the authorized services and service levels through the Division.
  - 3.5 Complete Cost Effectiveness Studies (CES) as required by Division policy and procedure and review with appropriate District staff.
  - 3.6 Update and maintain all demographic and service data in the Division's automated information system, Arizona Social Services Information and Statistical Tracking System (ASSISTS).
  - 3.7 Distribute copies of the ISP and any updates to all members of the team.
  - 3.8 Coordinate comprehensive transfer planning when changing support coordinators (case managers) to ensure continuity of supports and services.
  - 3.9 Gather medical, psychological and other documentation to assist in eligibility re-determination.

4. ISP Monitoring - Ensure that the consumer/family/representative receives quality supports and services in a cost effective manner in accordance with the Division's Mission and Values Statement. The ISP will continue to meet any changes in resources, priorities and concerns of the consumer/family/representative. (Reference Division Policy and Procedures Manual Chapters 400 and 1000 and Administrative Directive No. 44.)
  - 4.1 Provide ongoing contact and support to the consumer/family/representative and to ensure implementation of the ISP.
  - 4.2 Coordinate and document all aspects of reviews as outlined in Division policy and procedure.
  - 4.3 Have files audited by the Qualified Vendor supervisor and/or the District Liaison on a quarterly basis and in accordance with Division requirements.
5. Supervision - Ensure that every person providing support coordination (case management) has the opportunity for regular supervision to reflect on their work through case review, problem solving and exploration of their growth and development as a support coordinator (case manager).
  - 5.1 Schedule regular discussions, minimally once a month, with a supervisor or a Division Liaison, whichever is appropriate.
  - 5.2 Conduct regular file audits of all employees who provide support coordination (case management). These audits shall be conducted in the manner prescribed by the Division consistent with agreements that have been made between the Division and the AHCCCS Administration.

### **Division Responsibilities**

1. The Division's Support Coordinators will maintain various support coordination (case management) activities, including but not limited to the following:
  - 1.1 Conducting intake
  - 1.2 Determining and redetermining eligibility
  - 1.3 Authorizing services
  - 1.4 Monitoring service delivery
2. Depending on the number of consumers who elect to use this service, the Division may need to phase-in this service.

### **Rate**

Published.

## **Unit of Service**

1. The basis of payment for this service is one month of service time.
2. In the event that this service is provided for less than one whole month, a monthly unit shall be expressed as a fraction of one, rounded to the nearest 1/100th, according to the actual number of days in that month. For example, if in May the consumer was enrolled with the Qualified Vendor for only 20 days:
  - The unit of service shall be recorded as 1 divided by the number of days in a given month, multiplied by the number of days the consumer was enrolled ( $= 1 / 31 * 20 = 0.64516 = 0.65$ )
  - In this example, the rate for May shall equal 0.65 multiplied by the published rate.
3. This service may not be provided to more than one consumer at the same time.

## **Service Utilization Guidelines**

1. Consumers eligible for support coordination (case management) shall have an initial ISP completed within 30 days of determination of eligibility for DDD services.
2. Consumers eligible for Targeted Support Coordination (targeted case management) shall have an annual ISP completed within 10 working days after the support coordinator (case manager) has been notified that the consumer is eligible for Targeted Support Coordination (targeted case management).
3. For consumers who are eligible for support coordination (case management), ISPs shall be reviewed every 90 days for a person receiving home based services and every 180 days for a person living in a group home and who is over age 12 and not medically involved.
4. For consumers who are eligible for Targeted Support Coordination (targeted case management), the schedule for review is based on the consumer's/family's/representative's choice unless other rules require more frequent contact (reference Chapter 407 of the Division's Policy and Procedures Manual).
5. For children who are eligible for AzEIP, the ISP must be reviewed at least every six months.

## **Qualified Vendor Requirements**

1. The Qualified Vendor shall avoid any conflict of interest between the delivery of support coordination (case management) services and the delivery of direct services to the consumer.
2. The Qualified Vendor may not deliver direct services and support coordination (case management) to the same consumer. However, the Qualified Vendor may deliver both direct services and support coordination (case management) to consumers enrolled in the early intervention program of the Division.
3. Unless the Qualified Vendor receives approval from the Assistant Director for the Division, the Qualified Vendor must wait six months before delivering direct services to a consumer who previously received support coordination (case management) services from the Qualified Vendor.
4. The Division will work to develop alternatives for accessing ASSISTS, but initially the Qualified Vendor shall access ASSISTS by using a terminal at a local DES office.
  - 4.1 Access to terminals at a DES local office is not guaranteed; the use of such terminals is subject to availability and/or scheduling.
  - 4.2 In order to access ASSISTS, the Qualified Vendor shall sign a J-119 Data-Sharing Request/Agreement (a copy of which is included in Section 9.D). This form shall be completed as part of the QVADS process and a signed hard copy shall be submitted with the Qualified Vendor's Application.
  - 4.3 In order to access ASSISTS, each support coordinator (case manager) and targeted support coordinator (targeted case manager) shall complete and sign the following forms:
    - 4.3.1 J-125 Request for Terminal Access form (a copy of which is included in Section 9.E)
    - 4.3.2 J-129 User Affirmation Statement (a copy of which is included in Section 9.F)Signed hard copies of these forms shall be submitted to the Division's Contract Management Section at the address provided in Section 1 of this RFQVA. Electronic copies of these forms are available in QVADS and can be downloaded and saved by the Applicant. These forms must be completed for each employee that will be using ASSISTS.
5. The Qualified Vendor shall ensure that caseloads do not exceed an average of 1:40 for support coordination (case management) and 1:87 for targeted support coordination (targeted case management).
6. If the Division determines that this service needs to be phased-in, the Qualified Vendor shall cooperate with the phase-in.

## **Direct Service Staff Qualifications**

Direct Service staff must have:

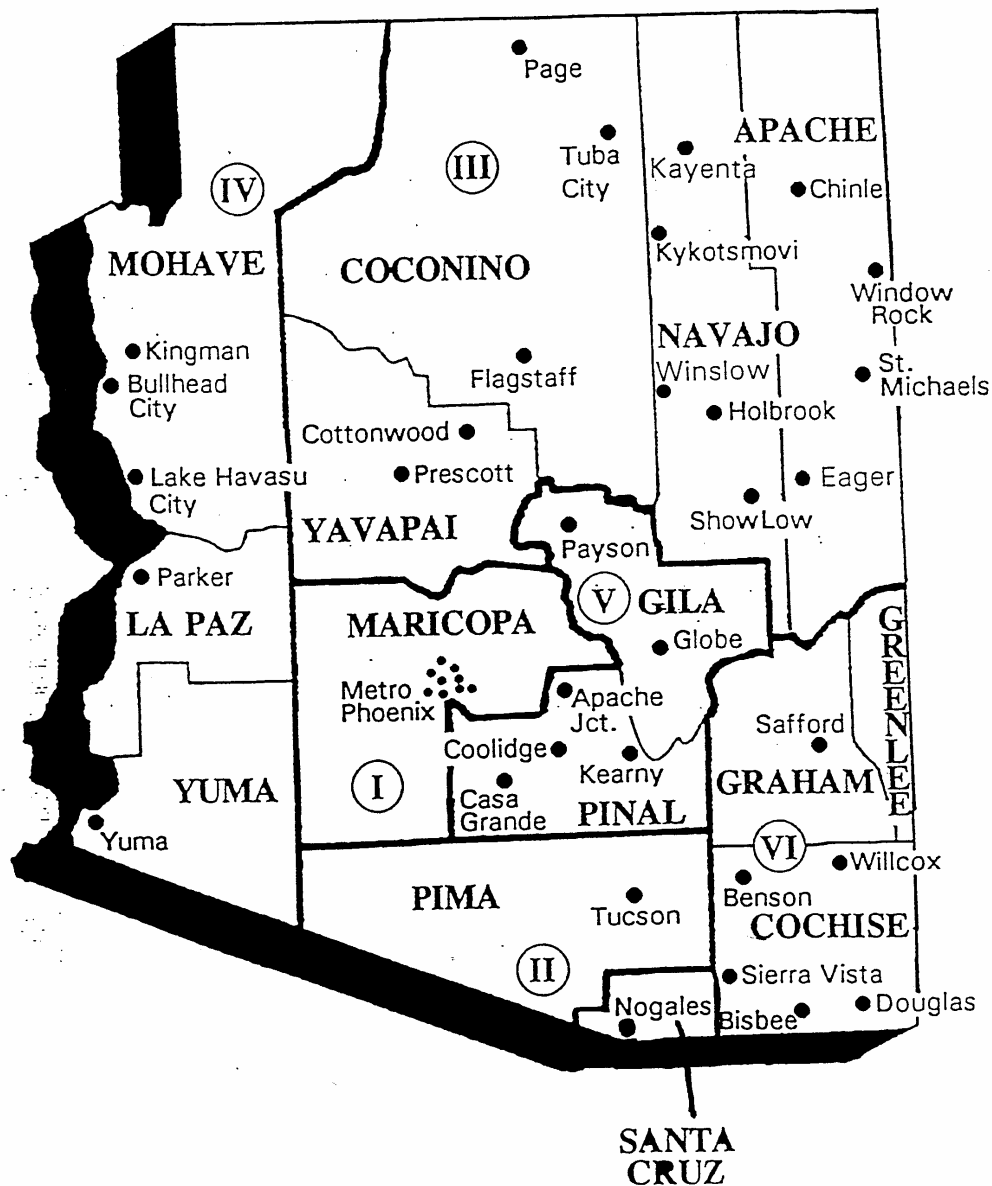
1. A Bachelor's degree in nursing, counseling, social work, sociology, psychology, education, special education, or other closely related field, as determined by the Division, and one year of the required experience;
2. Two years of experience in social services or health services working with individuals with disabilities or families of young children; or
3. A Master's degree; and
4. Documented, in the personnel file, at least three references, whether written or spoken, from non-family members, that verify their previous and favorable employment record.

## **Recordkeeping and Reporting Requirements**

1. The Qualified Vendor shall maintain a case file for each consumer served in accordance with Division policies. All case files shall, at all times, remain the property of the Division and accessible to designated Division staff.
2. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Documents for each staff person must be signed by the staff person's supervisor.
3. The Qualified Vendor shall comply with the Time Reporting Activity Information Log System (TRAILS) time recording requirements (the cost allocation plan used by the Division to allocate support coordination (case management) costs), which will be submitted as part of the billing requirements. When submitting TRAILS, the Qualified Vendor shall also submit a copy of the corresponding proof of hours worked.

SECTION 8  
MAP OF DDD DISTRICTS

DES\DDD DISTRICTS  
AND OFFICES





**SECTION 9  
ATTACHMENT A  
APPLICATION AND QUALIFIED VENDOR AGREEMENT AWARD**

<b>APPLICATION and QUALIFIED VENDOR AGREEMENT AWARD</b> _____	ARIZONA DEPARTMENT OF ECONOMIC SECURITY  DIVISION OF DEVELOPMENTAL DISABILITIES
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**APPLICATION**

<b>TO: THE STATE OF ARIZONA</b>	
The Undersigned hereby applies and agrees to provide the service(s) in compliance with the RFQVA.	
For clarification of this application, contact:	
_____ Name	_____ Federal Employer Identification Number
_____ Phone Number	_____ Company Name
_____ Fax Number	_____ Mailing Address
_____ E-Mail Address	_____ City State Zip
If awarded a Qualified Vendor Agreement, all notices should be sent to:	
_____ Name	_____ E-Mail Address
_____ Mailing Address	_____ Signature of Person Authorized to Sign Application
_____ City State Zip	_____ Printed Name
_____ Phone Number Fax Number	_____ Title
_____ E-Mail Address	

**APPROVAL OF APPLICATION AND AGREEMENT AWARD (FOR STATE OF ARIZONA USE ONLY)**

<p>Your application is hereby approved. The Qualified Vendor is now bound to provide the service(s) listed in the attached award notice based upon the RFQVA, including all terms, conditions, service specifications, scope of work, amendments, etc., and the Qualified Vendor's application as accepted by the State.</p> <p>This agreement shall henceforth be referred to as Qualified Vendor Agreement No. _____. The begin date and the effective date of this agreement is either the date that this award is signed by the Procurement Specialist or June 1, 2004, whichever is later.</p> <p style="text-align: right;">State of Arizona Awarded this Date: _____</p> <p style="text-align: right;"><b>Procurement Specialist</b></p>	
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**SECTION 9**  
**ATTACHMENT B**  
**QUALIFIED VENDOR APPLICATION AND DIRECTORY SYSTEM**

**1. Introduction**

The Division has released the first version of the Qualified Vendor Application and Directory System (QVADS or System). This first release collects information from Qualified Vendor Applicants as part of the Request for Qualified Vendor Applications (RFQVA) process for all outstanding RFQVAs. Later releases of the System will, on an ongoing basis, collect information from Qualified Vendors and independent providers for compilation in the Division's Qualified Vendor Directory.

In order to complete the application process, Applicants for Qualified Vendor Agreements must use the System to enter information for submittal to the Division's website as well as to generate the hard copy Application that must be signed and sent (with supporting documentation) to the Division. The following assumes that the Applicant is not a Qualified Vendor nor submitting an Application for more than one RFQVA. However, the System will accommodate Applicants who already are Qualified Vendors or are submitting an Application for more than one RFQVA. Section 3 of the RFQVA outlines the information that must be submitted in hard copy if the Applicant is already a Qualified Vendor for another service or is submitting an Application for more than one RFQVA.

The Directory component of the System, which will be released at a later date, will collect additional information from Qualified Vendors that will be used to create a Directory to facilitate consumer choice, and to match Qualified Vendors with consumers who refuse or fail to choose a provider. The Directory component of the System will also collect information from independent providers that are not Qualified Vendors.

As this System is still in development, the information contained in this discussion is intended to provide Applicants and other interested parties with guidance about the information that will be required to complete an Application for Qualified Vendor status, and the information that Qualified Vendors may choose to submit for inclusion in the Directory. As mentioned above, the Application component of the System is now available, and the Directory component of the System will be available at a later date. All notices announcing the availability of the System's components will be posted on the Division's website at [www.de.state.az.us/ddd](http://www.de.state.az.us/ddd). Note that until the Directory component of the System is implemented, each District will maintain an Interim Directory of Qualified Vendors. Qualified Vendors may download and complete the Interim 557 District Directory information form and submit it as described on the Division's website.

## **2. Information Entry Structure**

This discussion presents all of the information elements that will be required for the Qualified Vendor Application as well as the optional information that Qualified Vendors may choose to submit when the Directory component of the System becomes available. The required elements must be provided in order for the Qualified Vendor Application and Directory System to accept the Qualified Vendor Application.

Information for the System will be requested using the following structure:

1. Registration with the System. Applicants will register with the System in order to receive a password and gain access to the Qualified Vendor Application.
2. Vendor contract information. This feature of the System will collect information such as vendor name, street address, contact person, etc. (See “4. Vendor Application Contract Information” below.)
3. Qualified Vendor Application Assurances and Submittals form. This feature must be completed for the application process. (See “5. Qualified Vendor Application Assurances and Submittals” below.)
4. General vendor policy information. This feature collects information required for the application process relating to such items as the recruitment and training policies and the quality management plan of the Applicant. (See “6. General Vendor Policy Information” below.)
5. Administrative sites. This feature is only partially activated for the Application release. When the Directory release is made available, certain information regarding each administrative site operated by the Qualified Vendor will be required, and additional information will be optional. (See “7. Administrative Sites” below.)
6. General information on the service provided. Part of this feature is included in the Application component of the System, primarily to collect a program description for the service offered by the Applicant. In future releases, optional information such as staffing and references can be supplied by the Qualified Vendors. (See “8. Support Coordination (Case Management)” below.)

7. Geographic area/site information. This feature is not included in the Application release, but will be included in the Directory release. This feature will collect specific information about capabilities and capacity for the service, for each geographic area/site in which the service is to be provided (some of this information is required, and other information is optional). (See “9. Support Coordination (Case Management) Site Specific Information” below.)

The discussions that follow contain descriptions of the information that will be collected for both the Application release and the subsequent Directory release of the System. As a general rule, the information designated as required will have to be submitted with the Qualified Vendor Application and the information designated as optional may be submitted for the Directory.

The Directory will be used by consumers to identify potential providers and by the Division to match consumers’ service needs with providers. The more information given by an Applicant, the more likely that a consumer will identify that provider’s programs as meeting his/her needs. For example, if some of an Applicant’s direct service staff is bilingual, but this information is not provided, the Qualified Vendor Application can still be approved, but consumers requiring bilingual service staff will not find a match on that Qualified Vendor’s service if they make this part of their search criteria. Thus, providing requested information will result in more matches when consumers search for services. See Section 6.6.2 for requirements for updating information in the System.

### **3. Instructions**

To register with the System, the Applicant will enter their vendor name, contact name and telephone number, their Federal Employer Identification number (FEIN) or Social Security number (SSN), their email address, and a password. The System will respond to the email address with a link to a secure section of the Qualified Vendor website. The Applicant will use their user name (email address) and password at this secure website for all future System interaction.

It will not be necessary to complete all information in one session. The Applicant will be able to save and leave the System and to sign on later and resume filling information where they left off. Also, it will be possible for more than one person to provide information. For example, one person may fill in all of the general information, but a different administrator may sign in using the Applicant’s user name and password and provide information about the service. When the Applicant has entered all of the necessary information, the Application shall be submitted electronically for review and evaluation by the Division. The System will provide the capability for the vendor to print the Application and Qualified Vendor Agreement Award signature form, the Qualified Vendor Application Assurances and Submittals form, and all sections that were completed so that they may be signed and submitted to the Division as required to complete the Application. Once the electronic information is submitted, it cannot be amended until after it has been processed as a Qualified Vendor Application.

The following sections identify the information that the System will collect for Support Coordination (Case Management). Failure to provide information in the required fields will cause the Application to be considered incomplete, and the Application will not be accepted by the Division's website until that information is provided and the Application is complete.

NOTE: When "½ page" is indicated, the System may accept more than ½ page. Applicants are strongly encouraged to limit their responses to ½ page. The Division reserves the right to truncate the response when responses longer than ½ page are prepared for publication in the Directory.

#### **4. Vendor Application Contract Information**

For this section, the vendor shall identify their Federal Employer Identification number (FEIN) or Social Security number (SSN), AHCCCS ID, executive/owner name, and whether they are an agency, independent professional provider or an independent provider. The Applicant must provide their street, mailing, and payment/billing addresses, and contact information including telephone numbers and email address. They may also include fax numbers and their website URL. Finally, the Applicant shall identify all services that they wish to provide. For each service, the Applicant should indicate whether they have a current valid contract or agreement with the Division by listing contract number(s).

#### **5. Qualified Vendor Application Assurances and Submittals**

This section requires assurances and submittals from the Applicant. The Applicant must respond to each of the following items and, when submitting the hard copy of the Qualified Vendor Application, include hard copies of the applicable submittals in order to complete the Application and to be considered for Qualified Vendor status: (all items required)

1. Does the Applicant agree to maintain and comply with all certification(s) and/or registration(s) required by Arizona law, rules, or policy for the provision of each developmental disability service applied for?
2. Does the Applicant understand that payment will not be made for services delivered prior to the effective date of certification(s) and/or registration(s) required by Arizona law, rules, or policy?
3. Does the Applicant agree to obtain, maintain, and comply with any licenses required by Arizona law, rules, or policy for the provision of a developmental disability service applied for?
4. Does the Applicant understand that payment will not be made for services delivered prior to the effective date of any license required by Arizona law, rules, or policy?

5. Has the Applicant or any of its directors, officers, owners, or key personnel had a community developmental disability service or similar service license(s), certification(s) and/or registration(s) revoked, denied or suspended in Arizona or in other states within the past five years? If yes, **submit** an explanation and current status.
6. Has the Applicant or any of its directors, officers, or owners terminated any contracts for cause, had any contracts terminated for cause or been involved in a contract lawsuit related to community developmental disability services or similar services in Arizona or in another state within the past five years? If yes, **submit** a detailed description of such terminations or lawsuits.
7. Are there any suits or judgments pending or entered (within the last five years) against the Applicant or its directors, officers, owners, or key personnel related to the provision of community developmental disability services or similar services in Arizona or in other states? If yes, **submit** a summary of those suits or judgments and describe actions the Applicant has taken to prevent future suits or judgments.
8. Has the Applicant or any of its directors, officers, owners, or managers been convicted of a criminal offense related to Medicare, Medicaid, or the State Children's Health Insurance Program? If yes, **submit** information on the person and the conviction.
9. Have any of the Applicant's key personnel been convicted of a felony within the past 15 years? If yes, **submit** information on the key personnel and the conviction.
10. Has any federal or state agency ever made a finding of noncompliance with any civil rights requirements with respect to the Applicant? If yes, **submit** an explanation.
11. If the Applicant is a corporation, does it own or is it owned by a corporation, and/or is it affiliated with a corporation? If yes, **submit** an organizational chart that demonstrates ownership and/or corporate affiliations.
12. Does the Applicant or any of the Applicant's officers or administrative staff have a relative as defined in A.R.S. § 38-502 who is an employee of the Division with direct or indirect responsibility for the purchasing, authorizing, monitoring or evaluating of community developmental disability services or vendors? If yes, **submit** a statement disclosing the conflict or potential conflict of interest.
13. Is the Applicant required to make a full written disclosure pursuant to the provision of Section 6.4.9 (Substantial Interest Disclosure)? If yes, **submit** a full written disclosure of the proposed payments and amount.

14. Has the Applicant, its directors, of officers been debarred, suspended or otherwise lawfully prohibited from any public procurement activity, or does the Applicant employ, consult, subcontract with or otherwise reimburse for services any person substantially involved in the management of another entity that is now debarred, suspended or otherwise lawfully prohibited from any public procurement activity?
15. Is a suspension or debarment currently pending? If yes, **submit** an explanation.
16. Has the Applicant **submitted** a current Arizona Substitute W-9 Form with this Application?
17. Does the Applicant certify that it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of the Application?
18. All amendments (if any) to the RFQVA that have been issued are acknowledged by a signature and the signature page of the amendment are **submitted** with the hardcopy application.
19. The applicable document described below is **submitted**:
  - (1) A complete audited financial statement
  - (2) For Applicants that do not have an audited financial statement
    - (a) A corporate financial statement; or
    - (b) If a newly formed corporation, the corporate business plan with the personal financial statements of the Director or Chief Executive Officer; or
    - (c) If not a corporation, the personal financial statements of the owners or partners.
20. Are there any judgments, tax deficiencies or claims pending or entered against the Applicant that would require disclosure in an audited financial statement? If yes, **submit** a disclosure statement.
21. Is the Applicant **submitting** the Certificates of Insurance required by Section 6.7.6 with the hard copy of the application?
22. If the Applicant is not submitting the Certificates of Insurance required by Section 6.7.6 with the hard copy of the application, does the Applicant certify that it will submit the required Certificates of Insurance prior to accepting a referral or providing a service?
23. Has the Applicant declared bankruptcy within the last seven years? If yes, **submit** a court approved corrective plan of action.

24. Will the Applicant use a subcontractor(s) to provide services? If yes, **submit** the following information about each subcontractor: subcontractor company name; subcontractor Federal Employer Identification number (FEIN) or Social Security number (SSN); subcontractor contact name; and direct service(s) provided by the subcontractor.
25. Is the hardcopy of the Qualified Vendor Application package a true copy of the information submitted in electronic form to the Division website and does it contain all required attachments?

## **6. General Vendor Policy Information**

As indicated below, the following information shall (is required for the Application) or should (is optional for the Directory) be provided. Note that, except as provided below, optional information may not be requested on the System as it was released for the Application process. The optional information will be made available on the Directory version of the System.

- Information on employment-related benefits provided to direct service staff (optional)
- Information regarding recruitment and training: (all items required)
  - Description of the recruitment and initial training plan for direct service staff (up to ½ page)
  - Description of the on-going training plan for direct service staff (up to ½ page)
  - Description of the back-up plan for direct service staff absences (either preplanned or emergency absence) (up to ½ page)
- Information regarding incident reporting and correction systems: (all items required)
  - Do you have written policies and procedures regarding the reporting of incidents of abuse, neglect, exploitation and injury?
  - Are reporting protocols shared with consumers/families/consumer representatives?
  - How are incidents of abuse, neglect, exploitation or injury reported internally? (up to ½ page)
  - How are incidents of abuse, neglect, exploitation or injury reported externally? (up to ½ page)
  - Who is the responsible person(s) within the vendor's organization for reviewing incident reports?
  - Who is the responsible person(s) within the vendor's organization for notifying a consumer's family/representative of incidents?
  - Describe the internal review process for incident reports and how corrective action is implemented (up to ½ page)



- Description of the complaint/grievance process: (all items required)
  - Do you have written policies and procedures regarding the submission of complaints/grievances?
  - Are complaint/grievance protocols shared with consumers/families/consumer representatives?
  - Is there a specific complaint/grievance form?
  - Who can file a complaint/grievance?
  - Who is the person(s) within the vendor's organization responsible for resolving the complaint/grievance?
  - What is the complaint/grievance response timeline?
  - Describe the complaint/grievance process (up to ½ page)
- Description of the program feedback process: (all items required)
  - How is input from consumers, families and/or consumer representatives encouraged? (up to ½ page)
  - Describe the process used to measure consumer/family/consumer representative satisfaction with services (up to ½ page)
  - Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff (up to ½ page)
  - Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services? (up to ½ page)
  - Is past feedback available to consumers/families/consumer representatives on request, when considering this vendor?
- Information on consumer involvement: (all items required)
  - Describe all other methods used by the vendor to provide opportunities for consumers/families/consumer representatives to be actively involved in vendor operations (e.g. advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.) (up to ½ page)
  - Is there an active Community Advisory Group(s)?
  - If yes, in which counties/communities are there Community Advisory Groups? (check all that apply)

- Information on internal quality efforts: (all items required)
  - Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives (up to ½ page)
  - Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided (up to ½ page)

## **7. Administrative Sites**

If the Applicant has administrative sites/offices other than the corporate site identified as part of the general information section, when the Directory component of the System is released, the Qualified Vendor must provide the following information: (for the Directory, all items are required)

- Administrative site name
- Mailing address
- Contact name
- Contact telephone number
- After hours contact telephone number
- Contact fax telephone number
- Scheduling/contact hours for each day of the week – Sunday through Saturday

Each Application must have at least one Administrative Site identified before it will be accepted by the System. If an Applicant does not have a separate Administrative Site, the Applicant must create one in the System using the same corporate information entered on the Vendor Application Contract Information screen.

## **8. Support Coordination (Case Management)**

The Applicant shall provide the information marked “required” in the Application component of the System or should provide the information marked “optional” in the Directory component of the System.

- Vendor experience for the service (optional)
  - Number of years of DES/DDD service provision
  - Number of years Arizona service provision
  - Number of years out of state service provision
  - Current unduplicated count of adults being provided with the service
  - Current unduplicated count of children being provided with the service

- Number of full time direct service staff for the service
- Number of part time direct service staff for the service
- Median direct service staff years of experience providing the service
- Median direct service staff years with the vendor
- Description of the program from referral through service delivery (up to ½ page) (required)
- Up to four references from a consumer's legal representative for the service. The reference information includes the reference name, county/community, and telephone number. The reference information is optional. However, if it is provided, the Applicant *must* indicate that the reference has given permission to use them as a reference and that consumers may contact the reference. (optional)
- Responses to the following questions regarding wages: (optional)
  - What is the beginning wage for the direct service staff for the service?
  - What is the average wage for the direct service staff for the service?
  - Is there a salary differential provided, and if so, under what circumstances?
- Descriptions of any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section that are different for the specific service (optional but included on the Application version of the System)

## **9. Support Coordination (Case Management) Site Specific Information**

When the Directory component of the System becomes available, the Qualified Vendor will be requested to provide specific information regarding the service provided to specific geographic areas through a particular administrative or corporate office/site. The Qualified Vendor will be provided with a dropdown list of the corporate site and any administrative sites entered into the System previously. The answers to the questions presented relate only to the service being provided by the corporate/administrative site selected from the dropdown list. As indicated below, the Applicant shall (required) or should (optional) provide the requested information for each service provided by or coordinated through each corporate/administrative site:

- Identify the geographic area(s) where this service is provided from this corporate/administrative site on a checkbox-list of counties/communities (required)
- Identify languages spoken by direct service staff - English, Spanish, American Sign Language, and others (optional)
- Identify languages spoken by the administrative staff (in particular, the contact/scheduling person(s)) – English, Spanish, and others (optional)

- Gender preference (male, female, no preference) (optional)
- Provide the number of full time and part time direct service staff for this service in this office and the number of years that the staff has provided this kind of service (optional)
- Indicate if accepting new referrals for adults and/or children (*this is important and should be kept up to date whenever the status changes*) (optional)
- Indicate the experience at this office in providing this service to four age groups (number of consumers served in each group): (optional)
  - 0-3
  - 4-17
  - 18-64
  - 65+
- Any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information and service-specific sections that are different for the specific geographic area (optional)
- Identify the training and experience of the staff in this office for this service: (optional)
 

<ul style="list-style-type: none"> <li>○ Alternative communication</li> <li>○ Augmentative communication devices</li> <li>○ Autism</li> <li>○ List specific types of training and experience related to individuals with autism (e.g. PACE, Lovaas)</li> <li>○ Cerebral palsy</li> <li>○ Client intervention training level I</li> <li>○ Client intervention training level II</li> <li>○ Epilepsy</li> <li>○ First aid treatments, self recognition of symptoms of illness</li> <li>○ Home accident prevention</li> <li>○ Implementing and following therapy home programs</li> <li>○ Mental retardation</li> <li>○ Planning, problem solving, and decision making</li> <li>○ Positioning</li> </ul>	<ul style="list-style-type: none"> <li>○ Positive behavior support</li> <li>○ Seizure management</li> <li>○ Therapy programs</li> <li>○ Therapy programs-sensory integration (OT)</li> <li>○ Toileting functions</li> <li>○ Universal precautions</li> <li>○ Working with persons with Alzheimer's/dementia</li> <li>○ Working with persons with limitations in hearing</li> <li>○ Working with persons with limitations in movement</li> <li>○ Working with persons with limitations in vision</li> <li>○ Working with persons who are ambulatory</li> <li>○ Working with persons who are not ambulatory</li> <li>○ Other (list</li> </ul>
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**SECTION 9**  
**ATTACHMENT C**  
**BUSINESS ASSOCIATES AGREEMENT**

The Qualified Vendor shall meet the requirements of this attachment and the business associate requirements of Title 45, Parts 160 and 164 of the Code of Federal Regulations (the “CFR”) and, regarding contracts specifically, 45 CFR §164.504(e). In the event of conflicting terms or conditions of this Agreement, this Attachment shall prevail notwithstanding any other term or condition regarding contract order of precedence.

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. Use and Disclosure of Protected Health Information. Qualified Vendor shall use and/or disclose Protected Health Information (“PHI”) only to the extent necessary to satisfy Qualified Vendor’s obligations under the Agreement, as Required by Law, or to make a good faith disclosure to an appropriate person or entity about violations of law or certain standards by the Department.
3. Prohibition on Unauthorized Use or Disclosure of PHI. Qualified Vendor shall not use or disclose any PHI received from or on behalf of Department, except as permitted or required by the Agreement, as Required by Law or as otherwise authorized in writing by Department. Qualified Vendor shall comply with: (a) State laws, rules, case law and other law applicable to PHI not preempted pursuant to 45 USC 1320d-7 and 45 CFR §160.203 or the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended; and (b) Department’s relevant health information privacy and security policies and procedures.
4. Qualified Vendor’s Operations. Qualified Vendor may use PHI it creates or receives for or from Department only to the extent necessary for Qualified Vendor’s proper management and administration or to carry out Qualified Vendor’s legal responsibilities. Qualified Vendor may disclose such PHI as necessary for Qualified Vendor’s proper management and administration or to carry out Qualified Vendor’s legal responsibilities only if:
  - (a) The disclosure is Required by Law; or
  - (b) Qualified Vendor obtains reasonable assurance, evidenced by written contract, from any person or organization acting as an agent for purposes of this contract, including any sub-contractor, to which Qualified Vendor shall disclose such PHI, that such person or organization shall:

- (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Qualified Vendor disclosed it to the person or organization or as Required by Law; and
  - (ii) Notify Qualified Vendor (who shall in turn promptly notify Department) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
- 5. Data Aggregation Services. Qualified Vendor may use PHI to provide Data Aggregation Services related to Department's Health Care Operations.
- 6. PHI Safeguards. Qualified Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of Department.
- 7. Electronic Health Information Security and Integrity. Qualified Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 162 and Part 164 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Department pertaining to an individual. Qualified Vendor shall document and keep these security measures current.
- 8. Protection of Exchanged Information in Electronic Transactions. If Qualified Vendor conducts any Standard Transaction for or on behalf of Department, Qualified Vendor shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Qualified Vendor shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Department that:
  - (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard;
  - (b) adds any Health Information elements or segments to the maximum defined Health Information set;
  - (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or
  - (d) changes the meaning or intent of the Standard's Implementation Specification(s).
- 9. Subcontractors and Agents. Qualified Vendor shall require each of its subcontractors or agents to whom Qualified Vendor may provide PHI received from, or created or received by Qualified Vendor on behalf of Department to agree to written contractual provisions that impose at least

the same obligations to protect such PHI as are imposed on Qualified Vendor by the Agreement.

10. Access to PHI. Qualified Vendor shall provide access, at the request of Department, to PHI in a Designated Record Set, to Department or, as directed by Department, to an individual to meet the requirements under 45 CFR §164.524 of the CFR and applicable state law. Qualified Vendor shall provide access in the time and manner set forth in Department's relevant health information privacy and security policies and procedures.
11. Amending PHI. Qualified Vendor shall make any amendment(s) to PHI in a Designated Record Set that Department directs or agrees to pursuant to 45 CFR §164.526 at the request of Department, and in the time and manner set forth in Department's relevant health information privacy and security policies and procedures.
12. Accounting of Disclosures of PHI.
  - (a) Qualified Vendor shall document such disclosures of PHI and information related to such disclosures as would be required for Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
  - (b) Qualified Vendor agrees to provide Department or an Individual, in the time and manner set forth in Department's relevant health information privacy and security policies and procedures, information collected in accordance with Section 12(a) above, to permit Department to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
13. Access to Books and Records. Qualified Vendor shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Department available to Department and to the Department of Health and Human Services ("DHHS") or its designee for the purpose of determining Department's compliance with the Parts 160 and 164 of 45 CFR.
14. Reporting. Qualified Vendor shall report to Department, in writing, any use or disclosure of PHI not authorized by the Agreement, by law, or in writing by Department. Qualified Vendor shall make the report to Department's Privacy Official within 5 days after Qualified Vendor learns of such unauthorized use or disclosure, unless a longer period to report the violation has been approved by the Department. Qualified Vendor's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use and who received an unauthorized disclosure; (d) identify what

Qualified Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Qualified Vendor has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a subsequent written report, as reasonably requested by Department's Privacy Official.

15. Mitigation. Qualified Vendor agrees to mitigate, to the extent practicable, any harmful effect that is known to Qualified Vendor of a use or disclosure of PHI by Qualified Vendor or its agent(s) in violation of the requirements of the Agreement.
16. Termination for Cause. Upon Department's knowledge of a material breach by Qualified Vendor of the terms of this Attachment, Department shall:
  - (a) Provide an opportunity for Qualified Vendor to cure the breach or end the violation and terminate the Agreement if Qualified Vendor does not make a good faith effort to cure the breach or end the violation within the time specified by Department.
  - (b) Immediately terminate the Agreement if Qualified Vendor has breached a material term of the Agreement and cure is not possible, or
  - (c) If neither termination nor cure is feasible, Department shall report the violation to the DHHS.
17. The Return or Destruction of Health Information.
  - (a) Except as provided in Section 17(b) below, 6 years after termination, cancellation, expiration or other conclusion of the Agreement, Qualified Vendor shall return to Department or destroy all PHI received from Department, or created or received by Qualified Vendor on behalf of Department. This provision shall apply to PHI that is in the possession of subcontractors or agents of Qualified Vendor. Qualified Vendor shall retain no copies of the PHI.
  - (b) In the event that Qualified Vendor determines that returning or destroying the PHI is not feasible, Qualified Vendor shall provide to Department notification of the conditions that make return or destruction not feasible. Upon verification by Department that the return or destruction of PHI is not feasible, Qualified Vendor shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction not feasible, for so long as Qualified Vendor maintains such PHI.



18. Automatic Amendment. Upon the effective date of any amendment to the U.S. Code or the regulations promulgated by the DHHS with respect to PHI, the Agreement shall automatically amend such that the obligations imposed on Qualified Vendor and shall remain in compliance with such laws.

**SECTION 9**  
**ATTACHMENT D**  
**FORM J-119**  
**DATA-SHARING REQUEST/AGREEMENT**  
**Instructions**

1. Print a copy of the form for completion.
2. The form must be completed, in black or blue ink.
3. The following is a detailed instruction set, by page, for the proper completion of the form. Some information has been populated in advance to reduce omissions and errors.
  - 3.1. Page D-2
    - 3.1.1. Complete the Requesting Entity portion (Qualified Vendor Name).
    - 3.1.2. Do not complete any shaded portion of the form (DES use only).
  - 3.2. Page D-3
    - 3.2.1. All appropriate information has been pre-populated on the form.
  - 3.3. Page D-4
    - 3.3.1. Complete the information at the bottom of the page. Name and title of authorized representative, contact information; address, phone, e-mail and date of request.
  - 3.4. Page D-5
    - 3.4.1. No information required
  - 3.5. Page D-6
    - 3.5.1. No information required
  - 3.6. Page D-7
    - 3.6.1. Section V., information to be completed by individual authorized by the Entity (Qualified Vendor). Print name, title, signature and date.
  - 3.7. Page D-8
    - 3.7.1. No information required
4. Submit the completed original together with the Qualified Vendor Application to the Division's Contract Management Section according to the instructions in Section 1 of the RFQVA.

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY**  
**Data Security Administration, 859Z**  
**1717 W. Jefferson • Phoenix, AZ 85007**  
**Phone: (602) 254-2779 • Fax: (602) 254-2797**

**DATA-SHARING REQUEST/AGREEMENT**

**BETWEEN**

**REQUESTING ENTITY:**

---

*( Qualified Vendor Name)*

**AND**

**DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

**Division of Developmental Disabilities**

---

*(Division/Administration/Program/Office Name)*

**Effective Date:**    /    /   

**Agreement No.:**

**SECTION I. *REQUEST (Completed by Requesting Entity)***

**Use attachment if necessary**

1a. PURPOSE OF THIS REQUEST (*What information is being requested and why? How will it be used? Give details/specifics.*)

Requesting terminal access to DDD ASSISTS, RIMS, and LAN. The requesting entity currently contracts with DES/DDD to provide support coordination (case management) services to consumers and their families.

1b. Information Technology and Connectivity

The requesting entity will utilize DES/DDD equipment to access necessary systems and applications.

**SECTION I - REQUEST (Completed by Requesting Entity)**

Use attachment if necessary

**2. CITE LAW, REGULATION, DIRECTIVE OR OTHER BASIS FOR THIS REQUEST**

RFQVA # DDD 704014 for Support Coordination (Case Management)

**3. WILL OTHER ENTITIES INTERFACE WITH YOUR AGENCY?**☐ Yes ☒ No If Yes, identify entity and reason(s):**4. WILL INFORMATION BE DISCLOSED/SHARED WITH ANOTHER ENTITY?**☐ Yes ☒ No If Yes, identify entity and reason(s) for disclosure:**5. WILL DES DATA BE REPACKAGED/INCLUDED IN OTHER DATA BASES, FILES, TAPES, ETC.**☐ Yes ☒ No If Yes, identify entity and reason(s):**6. DESIRED OUTPUT (Printout, tape, terminal access/display, etc.)**

Terminal access and print-outs of records

**7. DESCRIBE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/DISCLOSURE OF THE INFORMATION**

DES/DDD complies with DES data security policies. Those policies will be reviewed by the contracted support coordinators (case managers). Additionally, each support coordinator (case manager) will have a logon ID and password, and will sign the J-129, User Affirmation Statement. All confidential data will be stored in a secure environment.

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

PHONE NO. - -

FAX - -

E-MAIL

DATE  
/ /

MAILING ADDRESS/SITE CODE

CITY

STATE

ZIP CODE  
-

## SECTION II - STIPULATIONS REGARDING THE USE OF INFORMATION

### **STIPULATIONS APPLICABLE TO THE REQUESTING ENTITY:**

1. Disclosure of the data provided to the Requesting Entity is not permitted unless specifically authorized.
2. Repackaging or redistribution of data or screens, or creation of separate files will not be permitted unless specifically authorized.
3. The data shall be used only to assist in valid administrative needs as stated in Section I, item 1 of this Data-Sharing Agreement.
4. All data shall be stored in a physically secure facility.
5. All data in electronic format shall be stored or processed so that unauthorized persons cannot retrieve the information by means of a computer, remote access, or other means.
6. Only authorized staff will be given access needed to accomplish the purpose(s) specified in Section I, item 1 of this Data-Sharing Agreement.
7. All staff shall attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when compliance is breached.
8. A **Request for Terminal Access and Other Activity (J-125)** shall be used to request specific access for each authorized staff member.
9. All authorized staff is required to sign a **User Affirmation Statement (J-129)**, as a condition for using requested data.
10. Any personnel changes requiring change or removal of access as described in Section I, item 1 of this Data-Sharing Agreement, shall be reported promptly to the Division's Contract Management Section at the following address: Contract Management Section, Business Operations – Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, Arizona 85005 and the DES Data Security Administration at the following address: DES Data Security Administration, 1717 W. Jefferson St., Phoenix, Arizona 85007
11. Federal and state audit and data security personnel may have access to offices and records of the requesting entity to monitor or verify compliance with this Data-Sharing Agreement.
12. This Data-Sharing Agreement will remain in effect for 2 years from the effective date unless otherwise stipulated.

### **STIPULATIONS APPLICABLE TO PROVIDER:**

1. DES will use the Requesting Entity employee identifying information solely for the purpose of establishing on-line access.
2. Only authorized DES employees will have access to requesting agency employee data.
3. In accordance with applicable federal, state, and/or local privacy regulations, DES will protect all information collected from the Requesting Entity.

### **STIPULATIONS APPLICABLE TO HIPAA – HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT:**

1. All staff shall attend an authorized HIPAA awareness training class, where they will be instructed on confidentiality, privacy, information safeguards and penalties imposed when compliance is breached.
2. There is a "Business Associates Agreement" [45 CFR 164.502(e), 154.504(e), 164.532(d) & (e)] included as part of the Qualified Vendor Agreement.

**SECTION III. ADDITIONAL INFORMATION**COMPLETED BY *(Name and Title)*

PHONE NO.

DATE

**SECTION IV (A) RECOMMENDATIONS *(Completed by the data managing program)***

- ☐ Recommend **APPROVAL**
- ☐ Request is not recommended for approval.

SIGNATURE OF DATA MANAGING DIVISION/PROGRAM SECURITY ANALYST (DSA/PSA)

SITE CODE

PHONE NO.

DATE

( ) -

/ /

**SECTION IV (B) HIPAA RECOMMENDATIONS *(Completed by the HIPAA DIVISION PRIVACY OFFICER)***

- ☐ Recommend **APPROVAL**
- ☐ Request is not recommended for approval.

SIGNATURE OF DATA MANAGING HIPAA DIVISION PRIVACY OFFICER

SITE CODE

PHONE NO.

DATE

( ) -

/ /

**SECTION V. APPROVAL (Completed by the requesting entity and the data managing program)**

I attest to the correctness of the information provided in Section I and agree to the stipulations and costs listed in Section II and III. I agree to comply with all provisions of the DES Data Security Policy. Should any violations of the DES Data Security Policy occur, this Data-Sharing Agreement may be terminated. I further understand that DES will periodically review the terms of the Data-Sharing Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Data-Sharing Agreement or render the terms of the Data-Sharing Agreement void, impracticable, or otherwise impossible, this Data-Sharing Agreement will terminate immediately. A new Data-Sharing Agreement or an amendment to the existing Data-Sharing Agreement will be initiated to provide for any changes, which cannot be accommodated within the provisions of the existing Data-Sharing Agreement. The Requesting Entity shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or omissions attributable to the Requesting Entity.

IN WITNESS HERETO, the PARTIES have executed this Data-Sharing Agreement by signature of their duly authorized officials:

**For the Requesting Entity:**

\_\_\_\_\_  
(External Organization Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

/ /

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

**For the Department of Economic Security:**

\_\_\_\_\_  
(Division/Program, Other Agency External Organization Name)

\_\_\_\_\_  
(Administrator Signature)

\_\_\_\_\_  
(Date)

**SECTION VI. APPROVAL (Completed by the Data Security Administration)**

This signed Data-Sharing Agreement meets all requirements necessary to permit the controlled sharing of the DES data while simultaneously providing for the protection of the data. I certify that:

- ☐ **THIS DATA-SHARING AGREEMENT CONFORMS to DES Data Security Policy.**
- ☐ **THIS DATA-SHARING AGREEMENT DOES NOT CONFORM to the DES Data Security Policy.**
- Implementation of this Data-Sharing Agreement cannot proceed until the following action is taken:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
DES Information Security Officer

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(DATE)



**FOR DATA-SHARING AGREEMENT BETWEEN DES AND AN EXTERNAL ENTITY:**

1. Section I is completed by the requesting external entity, with signature of authorized agent, and sent to the Division's Contract Management Section at the following address: Contract Management Section, Business Operations – Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, Arizona 85005. The Contract Management Section will forward the Data Sharing Agreement to the Division Security Analyst.
2. The Division's Security Analyst will complete Section III and the recommendation in Section IV. If this is a HIPAA covered entity, the HIPAA Privacy Officer must also fill in the HIPAA recommendation in Section IV. Reason must be given if the request is not recommended for approval. Section V is signed and dated by the Division's authorized representative.
3. The Data-Sharing Agreement is sent by the Division to the DES Data Security Administration, where it is processed.
4. The Data-Sharing Agreement is signed and dated by the Data Security Officer. The original Data-Sharing Agreement is filed in the DES Data Security Administration and entered into the master log. The Data-Sharing Agreement is not final until signed by the Data Security Officer. A copy of the Data-Sharing Agreement is sent to both the requesting external entity and the Data Managing DSA/PSA.

**SECTION 9**  
**ATTACHMENT E**  
**FORM J-125**  
**REQUEST FOR TERMINAL ACCESS AND OTHER ACTIVITIES**  
**Instructions**

1. Print a copy of the form for completion.
2. The form must be completed by the supervisor/manager for each individual support coordinator (case manager), in black or blue ink.
3. The following is a detailed instruction set for the proper completion of the form. Some information has been populated in advance to reduce omissions and errors.
4. Section I (User Information):
  - 4.1. Name: Provide the individual support coordinator (case manager) name as appropriate.
  - 4.2. Soc Sec No: Enter the last four (4) digits of the individual support coordinator (case manager) social security number.
  - 4.3. Site Code: Enter the site code appropriate for the DES/DDD physical work location where the support coordinator (case manager) will be accessing DES/DDD systems, see Attached table for DES/DDD site code listing.
  - 4.4. Physical Work Location: Enter the appropriate address for the DES/DDD physical work location, see Attached table for DES/DDD address listing.
  - 4.5. Organization Name: Qualified vendor name.
  - 4.6. Unit: No entry necessary.
  - 4.7. Employee's Email Address: Enter the individuals email address, if available.
5. Section II (Access)
  - 5.1. Check the box as to the action to be taken for the user, Add New User, Additional Access, Remove Access or Terminate Access
  - 5.2. Start Date: Leave field blank.
  - 5.3. End Date: Leave field blank.
6. Section III
  - 6.1. The supervisor for each individual support coordinator (case manager) must sign the form and complete the contact information as required.
7. Submit the completed original to the Division's Contract Management Section at the following address: Contract Management Section, Business Operations – Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, Arizona 85005. The Contract Management Section will forward the completed form to the Division's Security Analyst..

8. Once completed originals are received and processed, the Division's Security Analyst will issue the appropriate user ID with limited access
  - 8.1. The user must then complete the 'Security Awareness Training' that is available on the DES intranet and submit the certificate of completion, which is generated after completion of the on-line training, to the Division's Contract Management Section (see address above).
  - 8.2. Upon verification of completion of the training, the Division's Security Analyst will grant access to originally specified systems.

### **Support Coordination Office Locations (Site Codes)**

<i>Description</i>	<i>Mailing Address</i>	<i>Site Code</i>	<i>Phone Number</i>
McKinley	815 N. 18th Street, Phoenix 85006	100	602-258-2375
East	5038 S. Price Road, Ste 14, Tempe 85282	111	480-831-1009
Scottsdale	13832 N. 32nd Street, Bldg A-6, Phoenix 85032	138	602-485-0236
South	2602 S. 24th Street, #108, Phoenix 85034	114	602-231-9238
NW/Glendale	5800 W. Glenn, Ste 260, Glendale 85301	137	623-435-9726
Southwest	3802 N. 53rd Avenue, Ste 250, Phoenix 85031	181	623-845-9804
Metro	11225 N. 28th Drive, Ste C-207, Phoenix 85029	112	602-375-1403
Case Mgt. Intake	8841 N. 7th Street, Ste 30, Phoenix 85020	185	602-870-1721
Mesa	1619 E. Main Street, Mesa 85204	103	480-834-1906
District/Support Coordination Office	1990 W. Camelback Road, Ste 308, Phoenix 85015	123	602-246-0546
Phoenix	1430 East Indian School #220, Phoenix		602-277-8724
Dobson	163 North Dobson, Mesa, 85201		480-890-7301
ATPT Admin/Support Coordination Offices	ATPT, 4710 E. 29th Street, Tucson 85732	275	520-745-5588
2nd Street	3655 E. 2nd Street, Tucson 85716	224	520-318-3510
District Office/Support Coordination	400 W. Congress, Ste 500, Tucson 85701	200	520-628-6800
Northwest Office	7225 North Mona Lisa # 259, Tucson 85741		No phone yet
Show Low	2500 E. Cooley Street, #410, Show Low 85901	336	928-537-7118
Holbrook	153 W. Vista Drive, Holbrook 86025	331	928-524-2646
Kykotsmovi (Navajo reservation)	P.O. Box 44, Kykotsmovi 86039	333	928-734-2203
Winslow	319 E. 3rd Street, Winslow 86047	335	928-289-2936
Tuba City (Navajo reservation)	P.O. Box 1199, Tuba City 86045	315	928-283-4520
Chinle (Navajo reservation)	P.O. Box 2150, Chinle 86503	368	928-674-8325

<i>Description</i>	<i>Mailing Address</i>	<i>Site Code</i>	<i>Phone Number</i>
Window Rock (Navajo reservation)	P.O. Box 500, St. Michaels 86511	364	928-871-3696
Eager	P.O. Box 1924, Eager 95925	348	928-333-5784
Page	679 S. Lake Powell Blvd., Page 86040	314	928-645-0215
Prescott	1000 Ainsworth Drive, #100, Prescott 86301	343	928-778-5290
Cottonwood	1500 E. Cherry, Cottonwood 86326	355	928-634-2184
Flagstaff	2705 North 4th St., Suite A, 86004	300	928-773-4957
Lake Havasu City	232 London Bridge Road, Lake Havasu City 86403	421	928-453-7171
Bullhead City	2601 Hwy 95, Bullhead 96442	417	928-763-3635
Kingman	519 E. Beale Street, Kingman 86401	402	928-753-4868
Parker	1032 Hopi Avenue, Parker 85344	422	928-669-3082
Yuma	1220 S. 4th Avenue, Yuma 85364	433	928-782-7523
Globe	912 N. Broad Street, Globe 85501	520	928-425-3255
Apache Junction	2066 W. Apache Trail, #109, Apache Junction 85220	517	480-982-0018
Payson	122 E. Highway 260, Ste 110, Payson 85541	525	928-474-1204
Kearny	P.O. Box 1119, Kearny 85327	522	520-363-5568
Eloy	109 N. Sunshine Blvd., Eloy 85231	514	520-466-4226
Casa Grande	401 N. Marshall, Casa Grande 85222	511	520-426-3529
Coolidge	1155 N. Arizona Blvd., Coolidge 85228	513	520-723-5351
ATPC	P.O. Box 1467, Coolidge 85228	550	520-723-4151
Willcox	256 South Curtis, Willcox 85643	619	520-384-4668
Safford	1938 Thatcher Blvd., Safford 85546	631	520-428-0474
Clifton	300 N. Coronado Blvd., Clifton 85533	636	520-865-4131
Douglas	1140 "F" Avenue, Douglas 85607	613	520-364-4446
Benson	P.O. Box 2140, Benson 85602	616	520-586-9665
Sierra Vista	2981 E. Tacoma, Sierra Vista 85635	641	520-458-7166
Nogales	1843 N. State Drive, Nogales 85621	644	520-281-1947
Bisbee	209 Bisbee Road, Bisbee 85603	611	520-432-5703

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
**REQUEST FOR TERMINAL ACCESS AND OTHER ACTIVITIES**

**CONFIDENTIAL INFORMATION**

**I. USER INFORMATION** ☒ **NON-DES EMPLOYEE**

NAME ( <i>Last, First, M.I.</i> )		SOC SEC NO	SITE CODE	PHONE NO. (    )    -	
PHYSICAL WORK LOCATION ( <i>No., Street, City, State, ZIP</i> )		TITLE/JOB DESCRIPTION Contracted Support Coordinator (Case Manager)			
ORGANIZATION NAME	DIVISION/DEPARTMENT DES/DDD		UNIT	EMPLOYEE'S EMAIL ADDRESS	

**II. ACCESS**      ☐ **ADD NEW USER**      ☐ **ADDITIONAL ACCESS**      ☐ **REMOVE ACCESS**      ☐ **TERMINATE ALL ACCESS**

Start date    -    -    \_\_\_\_\_

End date    -    -    \_\_\_\_\_

<input checked="" type="checkbox"/> CICS3 ( <i>Production</i> )	ASSISTS	SERVER ID	PRINTER ID
<input checked="" type="checkbox"/> LAN/WAN	LAN ACCOUNT AND RIMS ACCESS		
<input checked="" type="checkbox"/> OTHER	EMAIL		

**III. SUPERVISOR'S SIGNATURE**

DATE

-    -

SUPERVISOR'S NAME (*Print name*)

PHONE NO.

(    )    -

ORGANIZATION NAME

ADDRESS (*No., Street, City, State*)

(ZIP)

**IV. DES SECURITY ANALYST USE ONLY**

LOGON	OPID	UID	CICS/TSO ACCOUNT
COMMENTS			
DATE ACTION COMPLETED -    -	DSA/PSA'S NAME	DATE ACTION COMPLETED -    -	DSA/PSA'S NAME

**EXTERNAL EFORM**

Retention: Three years after termination. Follow Confidential Disposal Regulations.

Equal Opportunity Employer/Program

This document available in alternative formats by contacting your Division/Program Security Analyst

**SECTION 9**  
**ATTACHMENT F**  
**FORM J-129**  
**USER AFFIRMATION STATEMENT**  
**Instructions**

1. Print a copy of the form for completion.
2. Read all referenced documents
3. The form must be completed by each individual, in black or blue ink.
4. The following is a detailed instruction set, by page, for the proper completion of the form.
5. Page F-4
  - 5.1. Individual should read the document and complete the personal information located at the bottom of the page (name, phone, signature, date, site code). Note that Site can be obtained in the listing attached at the end of the instructions.
6. Page F-5
  - 6.1. Individual should enter complete name in each space provided for the policies.
  - 6.2. Individual should complete the personal information located at the bottom of the page.
  - 6.3. The supervisor for the Individual should complete the information witnessing the completion of the form.
7. After the document has been completed, the original must be submitted, with a Form J-125 (see J-125 instructions for completion) for each employee. Send forms to the Division's Contract Management Section at the following address: Contract Management Section, Business Operations – Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, Arizona 85005.
8. Once completed originals are received and processed, the Division's Security Analyst will issue the appropriate user ID with limited access
  - 8.1. The user must then complete the 'Security Awareness Training' that is available on the DES intranet and submit the certificate of completion, which is generated after completion of the on-line training, to the Division's Contract Management Section (see address above).
  - 8.2. Upon verification of completion of the training, the Division's Security Analyst will grant access to originally specified systems.

## Support Coordination Office Locations (Site Codes)

<i>Description</i>	<i>Mailing Address</i>	<i>Site Code</i>	<i>Phone Number</i>
McKinley	815 N. 18th Street, Phoenix 85006	100	602-258-2375
East	5038 S. Price Road, Ste 14, Tempe 85282	111	480-831-1009
Scottsdale	13832 N. 32nd Street, Bldg A-6, Phoenix 85032	138	602-485-0236
South	2602 S. 24th Street, #108, Phoenix 85034	114	602-231-9238
NW/Glendale	5800 W. Glenn, Ste 260, Glendale 85301	137	623-435-9726
Southwest	3802 N. 53rd Avenue, Ste 250, Phoenix 85031	181	623-845-9804
Metro	11225 N. 28th Drive, Ste C-207, Phoenix 85029	112	602-375-1403
Case Mgt. Intake	8841 N. 7th Street, Ste 30, Phoenix 85020	185	602-870-1721
Mesa	1619 E. Main Street, Mesa 85204	103	480-834-1906
District/Support Coordination Office	1990 W. Camelback Road, Ste 308, Phoenix 85015	123	602-246-0546
Phoenix	1430 East Indian School #220, Phoenix		602-277-8724
Dobson	163 North Dobson, Mesa, 85201		480-890-7301
ATPT Admin/ Support Coordination Offices	ATPT, 4710 E. 29th Street, Tucson 85732	275	520-745-5588
2nd Street	3655 E. 2nd Street, Tucson 85716	224	520-318-3510
District Office/ Support Coordination	400 W. Congress, Ste 500, Tucson 85701	200	520-628-6800
Northwest Office	7225 North Mona Lisa # 259, Tucson 85741		No phone yet
Show Low	2500 E. Cooley Street, #410, Show Low 85901	336	928-537-7118
Holbrook	153 W. Vista Drive, Holbrook 86025	331	928-524-2646
Kykotsmovi (Navajo reservation)	P.O. Box 44, Kykotsmovi 86039	333	928-734-2203
Winslow	319 E. 3rd Street, Winslow 86047	335	928-289-2936
Tuba City (Navajo reservation)	P.O. Box 1199, Tuba City 86045	315	928-283-4520
Chinle (Navajo reservation)	P.O. Box 2150, Chinle 86503	368	928-674-8325
Window Rock (Navajo reservation)	P.O. Box 500, St. Michaels 86511	364	928-871-3696
Eager	P.O. Box 1924, Eager 95925	348	928-333-5784
Page	679 S. Lake Powell Blvd., Page 86040	314	928-645-0215
Prescott	1000 Ainsworth Drive, #100, Prescott 86301	343	928-778-5290
Cottonwood	1500 E. Cherry, Cottonwood 86326	355	928-634-2184
Flagstaff	2705 North 4th St., Suite A, 86004	300	928-773-4957
Lake Havasu City	232 London Bridge Road, Lake Havasu City 86403	421	928-453-7171
Bullhead City	2601 Hwy 95, Bullhead 96442	417	928-763-3635

<i>Description</i>	<i>Mailing Address</i>	<i>Site Code</i>	<i>Phone Number</i>
Kingman	519 E. Beale Street, Kingman 86401	402	928-753-4868
Parker	1032 Hopi Avenue, Parker 85344	422	928-669-3082
Yuma	1220 S. 4th Avenue, Yuma 85364	433	928-782-7523
Globe	912 N. Broad Street, Globe 85501	520	928-425-3255
Apache Junction	2066 W. Apache Trail, #109, Apache Junction 85220	517	480-982-0018
Payson	122 E. Highway 260, Ste 110, Payson 85541	525	928-474-1204
Kearny	P.O. Box 1119, Kearny 85327	522	520-363-5568
Eloy	109 N. Sunshine Blvd., Eloy 85231	514	520-466-4226
Casa Grande	401 N. Marshall, Casa Grande 85222	511	520-426-3529
Coolidge	1155 N. Arizona Blvd., Coolidge 85228	513	520-723-5351
ATPC	P.O. Box 1467, Coolidge 85228	550	520-723-4151
Willcox	256 South Curtis, Willcox 85643	619	520-384-4668
Safford	1938 Thatcher Blvd., Safford 85546	631	520-428-0474
Clifton	300 N. Coronado Blvd., Clifton 85533	636	520-865-4131
Douglas	1140 "F" Avenue, Douglas 85607	613	520-364-4446
Benson	P.O. Box 2140, Benson 85602	616	520-586-9665
Sierra Vista	2981 E. Tacoma, Sierra Vista 85635	641	520-458-7166
Nogales	1843 N. State Drive, Nogales 85621	644	520-281-1947
Bisbee	209 Bisbee Road, Bisbee 85603	611	520-432-5703



**USER AFFIRMATION STATEMENT  
NON-DES USER LONG FORM**

**NON-DES USERS** working at a DES facility using DES hardware and software with access comparable to a DES user accessing data from or inputting data into a DES system. Each user will read and sign Page 1 and Page 2, and the user's supervisor will also sign page 2, and the forms will be submitted with the J125 "Request for Access". The user will read the referenced security documents that are available in the QVADS system.. The signed documents shall be forwarded to the Division's Contract Management Section at the following address: Contract Management Section, Business Operations – Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, Arizona 85005.

**I understand that all personnel who have access to the Arizona Department of Economic Security (DES) data are bound by applicable federal and state laws and DES policies and are responsible for DES data. I agree to abide by all applicable federal and state laws and DES policies. I pledge to refrain from any and all of the following:**

1. Revealing DES data to any person or persons outside or within the Department of Economic Security who have not been specifically authorized to receive such data,
2. Attempting or achieving access to DES data not related to my job duties,
3. Entering, altering or erasing DES data for direct OR indirect personal gain or advantage,
4. Entering, altering or erasing DES data maliciously or in retribution for real or imagined abuse for personal amusement or any other unauthorized or improper use,
5. Using DES terminals, printers and other equipment for other than work related or DES approved acceptable uses,
6. Using another person's personal DES logon ids, user ids or passwords,
7. Revealing my personal DES logon ids, user ids or passwords to another person,
8. Asking another user to reveal his/her personal DES logon id, user id or password.

**In relation to my responsibilities regarding the proprietary rights of the authors of computer software utilized or provided by DES, I recognize that:**

1. DES licenses the use of computer software and does not own this software or its related documentation and, unless authorized by the software developer, does not have the right to reproduce it.
2. I must use software in accordance with the license agreement. Anyone making, acquiring, or using unauthorized copies of software will be subject to penalties imposed by copyright law. According to U.S. Copyright Law, 17 USC Sections 101 and 506, illegal reproduction of software can be subject to criminal damages up to \$250,000 and/or up to five (5) years imprisonment.
3. I must report knowledge of any misuse of software or related documentation protected under copyright laws to my manager/supervisor, the Division or Program Security Analyst, or the Data Security Administration.

Reference Material: A booklet that contains a summary of the Computer Security Act of 1987, a summary of the HIPAA Privacy Rule, a summary of applicable DES Policies, and the complete ARS 41-1959 Confidential Information, and ARS 13-2316 Computer Tampering. This Booklet is available on the Division's QVADS system. This booklet will also be distributed with all approved Data Sharing Agreements, Amendments and Renewals.

**Continue Affirmation on Page 2**

PAGE 1 SIGNATURE:

EMPLOYEE'S LEGAL NAME (Print or typed)	PHONE NO. ( )	SITE
EMPLOYEE'S SIGNATURE		DATE

Routing: Original – Division's Contract Management Section Copy – User & Supervisor

**USER AFFIRMATION STATEMENT  
NON-DES USER LONG FORM****AFFIRM THAT WHICH APPLIES****INTERNET USE AFFIRMATION (Internet Use Policy # 1-38-0015.)**

I, \_\_\_\_\_, have read and understand the DES Internet Use Policy (# 1-38-0015) or summary and I agree to comply with all terms and conditions of this policy. I understand and agree that all network and information systems' activity, conducted with state/agency resources, is the property of DES and the State of Arizona. I understand that DES reserves the right to monitor and log all network activity, including internet use, with or without notice. I have no expectation of privacy in the use of these resources.

**ELECTRONIC MAIL AFFIRMATION (E-Mail Usage Policy # 1-38-0035)**

I, \_\_\_\_\_, have read and understand the DES E-Mail Usage Policy (# 1-38-0035) or summary and I agree to comply with all terms and conditions of this policy. I understand and agree that all network and information systems' activity, conducted with state/agency resources, is the property of DES and the State of Arizona. I understand that DES reserves the right to monitor and log all network activity, including electronic mail, with or without notice. I have no expectation of privacy in the use of these resources.

**ACCEPTABLE USE AFFIRMATION (Acceptable Use Policy # 1-38-0029)**

I, \_\_\_\_\_, have read and understand the DES Information Technology (IT) and Office Equipment and Resources Acceptable Use Policy (# 1-38-0029) or summary and I agree to comply with all terms and conditions. I agree to follow acceptable use guidelines and refrain from all unacceptable uses.

**ARS 38-448 (Access Pornography Prohibited) AFFIRMATION (ARIZONA STATE EMPLOYEES)**

I, \_\_\_\_\_, have read and understand the ARS 38-448 and agree to comply with all terms and conditions. I agree not to utilize Agency computer equipment to access internet pornography as defined.

**HIPAA (Health Insurance Portability & Accountability Act) AFFIRMATION**

I, \_\_\_\_\_, shall safeguard the privacy of protected health care information belonging to persons served by a DES HIPAA covered component. I understand that protected health information is defined in federal law at 45 C.F.R. Part 164 and includes past, present and future client health care information which is individually identifiable and that is transmitted or maintained in any form or medium.

I shall use or disclose such protected health information only as permitted by any contract(s) I or my employer has with DES which involves the use or disclosure of protected health information, as well as with any relevant DES policy and/or procedure or comparable policy and/or procedure of my employer.

These protections are in addition to any existing under ARS 41-1959 or other relevant Arizona law, unless the Arizona law affords more protection to the protected health information in general, or more access to the protected health information by the client.

I understand that DES will take appropriate action to ensure that applicable federal and state laws and DES policies governing confidentiality and security are enforced. A violation of these requirements or misuse of DES property including computer programs, equipment, and data, may result in withdrawal of individual or organizational access privileges and prosecution in accordance with any applicable provision of law including ARS 13-2316.

My signature below confirms that I have read this User Affirmation Statement and accept responsibility for adhering to all applicable laws and DES policies and the above listed affirmations.

**SIGNATURE:**

EMPLOYEE'S LEGAL NAME (Print or typed)	PHONE NO. (    )	SITE
EMPLOYEE'S SIGNATURE		DATE

**WITNESSED BY:**

SUPERVISOR'S LEGAL NAME (Print or type)	PHONE NO. (    )	SITE
SUPERVISOR'S SIGNATURE		DATE

ORGANIZATION (NON-DES entity name)

Routing: Original – Division's Contract Management Section    Copy – User & Supervisor

Equal Opportunity Employer/Program

This document is available in alternative formats by contacting 602-254-2779